



**REQUEST FOR BID  
ACCESS CONTROL SYSTEM – CITY OF BETTENDORF  
CITY OF BETTENDORF, IOWA – ADMINISTRATION  
(MAY 2, 2008)**

**SCOPE OF WORK**

You are invited to submit a bid for installation of a network electronic building access control system for several City facilities. Bids shall be based on a qualitative objective specification. Copies of this specification are available by contacting the City of Bettendorf at 563-344-4009. Bids will be evaluated based on the criteria outlined in the qualitative objective specification and rated based on this evaluation. This evaluation will be performed by the City of Bettendorf staff after the bid submission deadline. All decisions of Bettendorf evaluators will be final and will not be subject to any appeal process. Bids received after the deadline will be returned without consideration.

<b>Name of the Bid</b>	Access Control System
<b>Deadline for Bid Submittal</b>	<b>Friday, May 16, 2008 at 2:00 p.m.</b>
<b>Bids Shall be Submitted To</b>	Human Resources Department 1609 State Street Bettendorf, IA 52722
<b>INSTRUCTIONS TO BIDDERS</b>	
<b>Method of Submittal</b>	Mail Delivery, In person Fax bids not acceptable
<b>Submittal Documents Required</b>	Signature Page
<b>Contact Person, Title</b>	Kathleen Eisbrener – Human Resources Director
<b>E-mail Address</b>	<a href="mailto:keisbrener@bettendorf.org">keisbrener@bettendorf.org</a>
<b>Phone/Fax Numbers</b>	Phone: (563) 344-4009      Fax: (563) 344-5702

Any matter of the bid package that requires explanation or interpretation must be inquired into by the Bidder in writing at least 72 hours (excluding weekends and holidays) prior to the time set for the Bid Opening. E-Mail all questions to Kathleen Eisbrener – Human Resources Director (e-mail information listed above). Any and all questions will be responded to in the form of written addenda to all Bidders. All addenda that you receive shall become a part of the contract documents and shall be acknowledged and dated on the bottom of the Signature Page.

The ONLY official position of the City is that position which is stated in writing and issued by the Human Resources Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

**AWARD**

No bids will be considered which have not been received by the deadline set forth. The City is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City, or any other means of delivery employed by the bidder.

Bids will be evaluated promptly after opening and a bid tabulation summary will be provided upon request. Bid results **will not be given** over the telephone. No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening date.

Award of bid shall be made to the most responsible bidder(s) meeting the specifications set forth herein. The City may select a bidder based on an "all or none" bid, on individual responses, or as is otherwise deemed to be in the best interest of the City. In addition to the quoted price, the following criteria may be used in the award: quality of products, lead-time quoted, length of time committed for firm pricing and guarantees warranties.

#### **TIE BIDS**

In case of ties, the City will make the award based on the priority factors as outlined in the City of Bettendorf's Purchasing Policy Manual.

#### **DELIVERY**

For purposes of this quote and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following, and Christmas Day. Deliveries generally will not be accepted on those dates.

The delivery time as stated in the Bid Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a bid request, the Bidder/Offeror shall, unless otherwise stated by the City, show the delivery time for each item separately.

FOB point in terms of loss or damage is destination.

#### **TERM OF PAYMENT**

Purchases authorized under this contract will be paid for upon receipt of original invoice within thirty (30) days and after all products are delivered, inspected and accepted.

#### **SURCHARGES**

Surcharges (i.e. fuel surcharges) shall NOT be allowed to be added to invoices as an additional line item, which was not included in the original bid amount.

#### **WARRANTY**

The supplier warrants that all articles, materials and service performed shall be consistent with manufacturer's specifications and will be free from defects. Without limitation of any rights which the City may have by reason of any breach of warranty, goods which are not as warranted may be returned at Bidder's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

## **Qualitative Objective Specification General Information**

The qualitative Objective Specification (QOS) is used to ensure that factors other than cost are considered when purchasing products and services that are by their nature, are very difficult to determine equitably. This allows procurement staff to adequately evaluate how well a product or service fulfills the organizational needs and objectives in addition to cost effectiveness.

QOS bids will be evaluated in four (4) general categories -

1. Hardware
2. Software
3. Vendor(s)
4. Cost Effectiveness

Each of these areas will be rated based on responses to a series of questions in the specification and by demonstrations of proposed systems. The weighting of these four categories is listed in the specification headings. Individual response point values, etc. are not specified so as to deter prospective vendors from being bias in their responses. Bids should be clear and concise in their responses. Provide enough information to allow evaluator(s) to fairly rate each response. Provide literature and specifications for hardware and organize bids to follow the evaluation criteria outline. Use attachments for specifications, product literature, reference lists, etc.

In addition, the City of Bettendorf will schedule demonstrations of proposed systems if needed. Ideally, demonstrations are best facilitated by viewing an actual building installation, however a simulated installation is acceptable as an alternative. Facility and Support Services will contact finalists to schedule a time to demonstrate the proposed system. All demonstrations must be scheduled and completed prior to May 31, 2008.

## **Objective**

The objective of this procurement is to provide networked, programmable access control for nine (9) existing city owned buildings. In addition, the system must be capable of adding new locations and control points. The system should, by means of a proximity card allow access based on user defined parameters. Said system shall report via a fast ethernet network to a central networked personal computer (PC) workstation or server. Distributed controller devices shall activate electronic locking devices and monitor status of controlled entry points that allows for access, data extraction and user programming. System should be readily expandable and user friendly.

## **Instructions to Bidders**

**Deadline for this request is Friday, May 16<sup>th</sup>, 2008 at 2:00 p.m.** Submittals must be received at City Hall before the aforementioned time and date. Submissions received after this time will not receive consideration.

RFP submissions must be delivered prior to the aforementioned deadline at the following location:

**City Hall  
Human Resources Department  
1609 State Street  
Bettendorf, IA 52722**

Each bid must include a full description of the proposed access control system. Provide system architecture information, screen shots, system requirements, database description, hardware information, implementation timeline, networking requirements and server information.

Each bid must include pricing information for initial turnkey installation, licensing requirements, subscription and/or maintenance costs and any other system costs that may be incurred. City of Bettendorf will provide all required server/client/print hardware.

Each vendor must agree to comply with the insurance and indemnification requirements outlined below. Submission of a bid shall constitute agreement with the requirement and intent to comply. All certificates of insurance must be executed and delivered per the requirements before work may begin. Failure to comply with the insurance requirements will be considered breach of contract and will result in termination.

Note any exceptions to the specifications or exclusions clearly in the bid. If exceptions are not clearly indicated in the submission, the selection team will assume full compliance with all aspects of the bid requirements and scope of work.

Each prospective firm must submit two hard copies of their bid before the above deadline. In addition, word documents or PDF documents may be submitted via e-mail to [keisbrener@bettendorf.org](mailto:keisbrener@bettendorf.org). Voice verification of receipt for either mailed, e-mailed or parceled submissions may be made at (563) 344-4009.

Spreadsheets of vendor comparisons will be available upon request by notifying the Kathleen Eisbrener, City of Bettendorf, 1609 State Street, Bettendorf, IA 52722, 563-344-4009. Said results will be available no sooner than 5 weeks after submission deadline.

### **Insurance Requirements Scope of Work**

**A) Access Points** - The new system shall provide control for these for the following access points:

#### City Hall (1609 State Street)

- Provide card reader and locking device for both North and East Entrance
- Provide card reader and locking device for four South Entrances
- Provide card reader and locking device for both West and South Entrance of the Evidence building
- There are 25 additional control points (internal doors) in this building that will require card reader and possible locking devices.

#### Public Works Maintenance Building (Devils Glen Road)

- Provide card reader and locking devices for the East, South and West Gate
- Provide card reader and locking device for the East Main Entrance
- There are 13 additional control points (internal doors) in this building that will require card reader and possible locking devices

#### Family Museum (Learning Campus Drive – off of 18<sup>th</sup> Street)

- Provide card reader and locking device for both South and West External Employee Entrance
- There are 3 additional control points (internal doors) in this building that will require card reader and possible locking devices.
- Outside doors may need mag locks to ensure door closes

#### Public Library (Learning Campus Drive – off of 18<sup>th</sup> Street)

- Provide card reader and locking device for Southwest Employee Entrance
- There are 5 additional control points (internal doors) in this building that will require card reader and possible locking devices
- Outside door may need mag locks to ensure door closes

Community Center (Grant Street)

- Provide card reader and locking device for West Employee Entrance

Life Fitness Center (Middle Road)

- Provide card reader and locking device at the North and South Entrance.

Parks Maintenance Building (located on Devil's Glen Road)

- Provide card reader and locking device at one (1) West entrance and one (1) East Entrance.

Golf Course Maintenance Building (located on Middle Road)

- Provide card reader and locking device at one (1) West entrance.

Palmer Golf Course Building (located on Middle Road)

- Provide card reader and locking device at the front doors into the Pro Shop and Grill.

**B)System Configuration and Performance** - Access control systems must meet the following configuration and performance specifications. Requests for deviation or alternatives to the specifications may be accepted. However, all deviations from these specifications must be clearly indicated on the bid.

General Specifications:

System architecture shall be networked controllers either by building or area that report to a networked computer running communication and/or access control software. Card readers and locking devices communicate to the controller via CONTRACTOR provided cabling or using existing cabling, if appropriate, for existing control points.

Controllers must communicate via the existing City of Bettendorf Ethernet data network. All city buildings are connected together with existing fiber optics and controllers should connect to the data network via a 10/100 ethernet data port. Controllers must have adequate internal memory to allow for the storage of user and transaction data during potential network outages and to minimize the need for continual data transfers. Controllers must have internal back up so data is not lost in the event of a power outage. Please explain in detail the power requirements for all of the equipment used by your system, and detail whether any of the equipment is compatible for the IEEE 802.3af Power over Ethernet specifications for obtaining power. Controllers should ideally be rack-mounted on a standard 19" rack using 1U of space per controller. Controllers must accept inputs and outputs from bar-code card readers, lock devices and status sensors such as door positions switches.

System must be compatible with the existing city data network and Windows based servers. The database utilized by the system must reside on an existing Microsoft SQL 2005 database server. The current network user authentication method for the city network is Microsoft Active Directory 2000. System user authentication ideally will make use of Microsoft Active Directory rather than requiring separate usernames and passwords to be created within the system. Vendor is required to meet with city network administration staff to discuss implementation. Please submit as much information as possible with your RFP response regarding your network setup and requirements.

Vendor shall provide all labor and materials necessary to accomplish a complete installation of said system. Reader/acknowledgement devices shall be located directly adjacent to controlled doors or mounted directly to doorframe.

Wiring to locking devices shall be hidden wherever possible. No accessible wiring will be allowed on the exterior side of controlled entryways. Vendor shall provide all conduits required to protect wiring to new devices. Owner must approve all new conduit locations and types. All wiring shall be done in accordance with all local codes and regulations. Vendor must provide power conditioning and UPS

where required. Vendor will provide surge protection (either integrated or external) for all controller devices. All wiring must conform to necessary building codes.

Controllers must be located in central telecommunications areas of each building specified by the owner. Controllers should be mounted in owner provided, open rack.

CONTRACTOR shall provide new card attachable proximity devices. The intent is to attach the new proximity devices to OWNER provided printed bar code cards with photo ID. Vendor shall provide all programming and configuration necessary to facilitate dual use cards and to enter initial user definitions into new system. The initial card issue will include 400 cards.

Vendor shall provide new access control software. Said software shall facilitate communication with controllers, card administration, access control levels, operator level security, picture badging and integration into other automation systems. All software provided by vendor must be compatible with all Microsoft Windows operating systems, including Windows Vista w/SP1 and Windows 2008 Server. Please submit as much information as possible with your RFP response regarding your software specifications. If pricing for software is on a per license basis, provide complete pricing information for one license.

The system shall provide a way to manually override controls using only an access card. An example of this would be presenting an access card in a specific manner, causing the system to deny entry via all doors within a zone. Please describe all of the system controls that can be accessed by a manual override with only an access card.

Please specify the frequency of system updates and describe the general process to install the updates. Examples of these updates would include updates to the server software, updates to the control unit firmware, etc. Please provide examples of additional features that end-users have specifically requested which have been implemented within your system with these updates.

### **Qualitative Evaluation Criteria**

Bids shall respond to the following:

#### **Hardware**

1. Proximity device – attachable to existing cards, unobtrusive, easy to affix.
2. Locking device brand and model (list for each new door location specification).
3. Describe hardware configuration (ex. Dial-up controllers, networked stand-alone controllers, controller capacities, etc).
4. Explain system expansion capabilities as supplied. (Additional equipment, wiring, maximum device capabilities).
5. Does your system have capabilities beyond access control? Explain.
6. Provide line diagram of hardware system including locations of equipment.

#### **Software**

1. Name of software and description.
2. Is it recommended or required that your software remain “on-line” at all times?
3. How does the system transfer data to the server? What are the interval requirements for transferring or downloading data from controllers?
4. Does the software manufacturer actively release upgrades? What are typical upgrade costs?
5. What provisions are made for software security?
6. How is access scheduling handled?
7. How are access security levels maintained and programmed?
8. Are demo disks available? If so, please provide with bid.

### Vendor(s)

1. Your company name and address.
2. Years of business
3. Staff – breakdown for office, technical, administrative, etc.
4. Reference list for similar installations in area.
5. List system manufacturer(s), number of years in business, and number of years manufacturing access control equipment.
6. Years your company has used or represented supplier(s) equipment.
7. Availability for service and/or emergency service.
8. Service/technical rates.

### Cost Effectiveness

1. System cost
2. Voluntary alternates for consideration.
3. Outline all equipment, software and labor warranties.
4. Bid for two year (beyond warranty period) service contract.
5. Software upgrade subscription bid.

### Additional Specifications

1. All cabling products must be plenum rated due to HVAC issues with open plenum return in all areas.
2. IP addresses will be provided by City of Bettendorf.
3. CONTRACTOR could encounter hard masonry walls within City Buildings. Provide decorative metallic molding to facilitate installation at those location. CONTRACTOR is not required to reinstall existing cabling where it is not in conduit.
4. Cabling routing inside buildings is generally inside drywall/stud assemblies and above suspended acoustical ceilings. Support wiring above ceilings using wire ties and hangers. Route wiring away from potential sources of interference. Install all cabling in a neat orderly fashion.
5. Egress is intended as mechanical in all location. No “request to exit devices” are required. No integration into fire alarm or other systems required.
6. Provide timeline for installation based on an award date of June 18<sup>th</sup>, 2008.
7. CONTRACTOR will provide all 120v AC power to locations for the main controllers (assumed at one per floor). Additional electrical requirements beyond that must be clearly indicated in the bid and will be evaluated as part of the cost of the system. Needs to be tied into generator system.
8. Thin proximity cards printable on the above mentioned printer.
9. Any modifications necessary to door frames or hardware to facilitate installation are the responsibility of the CONTRACTOR.
10. Additional walk-through site visit time and date:

Friday, May 9<sup>th</sup>, 2008 – 10:00 a.m. – Meet at City Hall if you wish to tour buildings for bid preparation. Please contact Kathleen Eisbrener if you are interested in touring.

## **INSURANCE REQUIREMENTS:**

The Contractor shall have in force during the period of this contract, insurance as listed below:

- A. Bodily Injury and Property Damage Insurance: The CONTRACTOR shall take out and maintain during this contract, bodily injury and property damage liability insurance under a comprehensive general form and automobile injury and property damage insurance under a comprehensive general form.

The required limits of this insurance shall not be less than: General Liability:

Each Occurrence Limit	\$1,000,000
General Aggregate Limit	\$2,000,000
Products-Completed Operations Aggregate Limit	\$1,000,000
Personal & Advertising Injury Limit	\$1,000,000

Automobile Liability - Owner, Non-Owned and Hired Vehicles:

Bodily Injury /Property Damage- combined single limit	\$1,000,000
Umbrella Liability - Occurrence Limit	\$1,000,000
Aggregate Limit	\$1,000,000

The above insurance shall cover the contractor's employees, the public and City of Bettendorf employees while in the buildings and on the grounds of City of Bettendorf. The City of Bettendorf shall be named as an Additional Insured under Contractors general liability policy.

- B. Certificates of Insurance: The CONTRACTOR shall deliver to Human Resources, City Hall, certificates of insurance covering all above insurance in duplicate before starting project. Such certificates shall provide ten days prior notice by registered mail of any material change in or cancellation of this insurance.
- C. Contractual Liability Insurance: The CONTRACTOR shall take out and maintain during this contract, liability insurance.
- D. Products and completed Operations Liability Insurance: The CONTRACTOR shall also take out Products and Completed Operations Liability Insurance of limits not less than any of the above limits specified in these qualifications.
- E. Worker Compensation and Employer's Liability:
- The CONTRACTOR shall maintain during this contract, the statutory worker's compensation and employer's liability insurance for all his employees to be engaged in the maintenance work under the contract.
  - The amount of Employer's Liability Insurance shall not be less than One Million (\$1,000,000).

## **INDEMNIFICATION:**

- A. To the fullest extent permitted by law, the CONTRACTOR shall indemnify and hold harmless the Owner and their agents and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the WORK, provided that any such claim damage, loss or expense (1) is attributed to bodily injury, sickness, disease or death



or to injury to or destruction of tangible property (other than the WORK itself) including the loss of use resulting there from, and (2) is caused in whole or in part by any negligent act or omission of the CONTRACTOR and subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or otherwise reduce and otherwise exist as to any party or person described in this paragraph.

- B. In any and all claims against the Owner or any of their agents or employees by any employee of the CONTRACTOR, any subcontractor, anyone directly or indirectly employed by any of them or anyone whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or any subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

### **City Locations on CD**

Every file on CD is a blueprint drawing of various buildings within the City of Bettendorf. The green marks are where potential access doors will be. Please contact Kathleen Eisbrener at 563-344-4009 for any questions regarding CD contents.

## SIGNATURE PAGE

The undersigned Bidder, having examined these documents, and having full knowledge of the condition under which the work described herein must be performed, hereby proposes that she/he will fulfill the obligations contained herein in accordance with all instructions, terms, conditions, and specifications set forth: and that she/he will furnish all required products/services and pay all incidental costs in strict conformity with these documents, for the stated prices as payment in full.

Submitting Firm: \_\_\_\_\_

Address: \_\_\_\_\_

Authorized Representative (print): \_\_\_\_\_ Title: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Date: \_\_\_\_\_ E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

**EXCEPTIONS OR DEVIATIONS** to this Request for Bid or the Terms should be taken below. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write "No Exceptions" in the space below.

\_\_\_\_\_

\_\_\_\_\_

### GENERAL INFORMATION

- FOB point in terms of loss or damage is destination.
- Freight and/or delivery charges are to be included in the price of the goods.

### FIRM PRICING

Offered prices shall remain firm for a minimum of 60 days after the due date of this solicitation unless indicated otherwise. Accepted prices shall remain firm for the duration of the contract.

### PIGGYBACK PROCUREMENT METHOD

If you are the successful bidder, will you consider extending the pricing to other City of Bettendorf departments and to other governmental entities as described in the General Terms and Conditions (located at the back of this document)? Your response will not be considered as an evaluation factor in awarding this bid.

Yes ☐ No ☐

### ADDENDA (It is Bidder's responsibility to check for issuance of any addenda)

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_ Addenda Number: \_\_\_\_\_ Date: \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

1. The laws of the State of Iowa, U.S.A. shall govern in connection with the formation, performance and the legal enforcement of any purchase order placed.
2. The firm pricing stated on the bid and purchase order shall not be changed without the approval of the department originating both the bid and order. If mutually agreed between Buyer and Seller, bid prices may be extended an additional twelve (12) months beyond the original expiration date.
3. Unless otherwise agreed between Buyer and Seller, the FOB point on any shipment to the City, in terms of loss or damage, is **Destination**. The Seller must confirm that charges for freight will be included in the price of the goods at the time of the quote/bid.
4. The City is not obligated to keep nor pay for overshipments of products; neither is the City obligated to make payments on goods which are shipped in a lesser quantity than was originally ordered or shipped in partial quantities, particularly if not having a complete shipment precludes the City from performing its work.
5. Payment will be made for all products delivered, inspected and accepted within thirty (30) days and on receipt of an original invoice. When cash discounts are offered, the time period will start from the date of receipt of invoice or from date of arrival of acceptable products at the destination of the ordering department, whichever is later.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned dock or place of delivery and all bills of lading or other shipping papers which require signature by the City have been signed.
7. In spite of physical receipt, the City shall deem to accept goods procured hereunder only after actual inspection for conformity or the passage of ten (10) days from receipt, whichever occurs first.
8. Goods are subject to City inspection upon arrival. Goods rejected due to failure to meet specifications, either when shipped or due to defects or damage in transit may be returned for credit and are not to be replaced except with the approval of the City department placing the original order.
9. Any ensuing purchase order is an ACCEPTANCE of your OFFER as stated in your quote/bid. When a purchase order is ACCEPTED as an OFFER TO BUY, you must provide us with a written or verbal acknowledgement of a promised ship date and freight carrier, or advise us that merchandise has shipped or will ship on a particular time and date and the method of shipment.
10. In the event of supplier's failure to deliver when specifically promised and as agreed between Buyer and Seller in terms of quantity, quality, price and other requirements, the City reserves the right to cancel the purchase order, or any part thereof, without prejudice to its other rights. It is further agreed that the City may return all or part of any shipment so made and may charge Seller with any loss or expense as a result of such failure to deliver as promised.
11. The City of Bettendorf, Iowa is exempt from sales tax and certain other use taxes. Taxes which appear on invoices and for which the City is not responsible will be deducted from invoices before payment is made, without penalty to the City. Exemption numbers are available from the City's Finance Department.
12. The Seller agrees not to refuse to hire, discharge, promote, demote or to otherwise discriminate in matters of compensation against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry or physical disability.
13. Neither party to this contract may assign any portion of the agreement without prior written consent of the other party.
14. The supplier expressly warrants that all goods supplied hereunder shall be merchantable with the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the quote/bid in the State of Iowa. Additionally, the goods shall conform to specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship. All other applicable provisions and remedies of the Uniform Commercial Code relating to both implied and expressed warranties are herewith referred to and made part of these terms and conditions.
15. All parties to this bid and any ensuing purchase agree that the representatives of both Buyer and Seller are, in fact, bona fide and possess full authority to bind said parties.
16. All bid prices shall be shown in US Dollars (\$). All prices must remain firm for the duration of the contract regardless of the exchange rate. All bid responses must be submitted in English.
17. Each bidder shall submit an original Bid on the forms attached. The bidder shall sign his/her Bid correctly, and the Bid may be rejected if it shows any omissions, alterations of the form, additions not called for in the Bid, or any irregularities of any kind. The City reserves the right to reject any or all Bids. The City further reserves the right to waive technicalities and formalities in Bids, as well as to accept in whole or in part such Bids where it is deemed advisable in protection of the best interests of the City.
18. In case of a discrepancy between the unit price and the extended price, the unit price shall prevail.
19. Upon request, the results of this bid must be extended to any other City of Bettendorf departments. In addition the opportunity to purchase from this bid may be extended to other government entities within Scott County. Any such usage must be in accordance with the policies of the respective entity and with the approval of the Contractor. The Contractor may determine it is necessary to charge delivery fees for entities located outside of the Bettendorf metro area. The City is not an agent of, partner to, or representative of these entities and is not obligated or liable for any action or debts that may arise out of such piggyback procurements.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Bettendorf and its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the supplier, its employees, subcontractors or any independent contractors working under the direction of either the supplier or subcontractor in the performance of this contract.
21. For PRODUCTS or SERVICES requiring successful Bidder's presence on any City property, the successful Bidder shall, during the term of this Agreement and until completion thereof, carry and maintain both Workers Compensation and General Liability Insurance. The successful Bidder shall furnish the City with a copy of the Declaration page (normally page one of your policy) of their insurance policy if requested by the City.
22. All documents submitted with any bid or proposal shall become public documents and subject to Iowa Code Chapter 22, which is Otherwise known as the "Iowa Open Records Law". By submitting any document to the City of Bettendorf in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Bettendorf and any of its officers and employees relating to the release of any document or information Submitted. Each submitting party shall hold the City of Bettendorf and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Bettendorf arising from any bid opportunity.