

Request For Proposals

Mowing and Trimming Maintenance Services For Parks, Open Spaces, and Boulevards

Park and Recreation Department
City of Des Moines, Iowa



PREFACE

This Request For Proposals ("RFP") has been developed by the City of Des Moines to provide a clear illustration of its expectations for mowing and turf trimming services of the City's park system including ROW, open spaces and boulevards.

The RFP is designed to provide interested parties with sufficient information on the proposed project to enable submission of a proposal(s) that will respond to the City of Des Moines' expectations for the maintenance of the entire mowing and trimming needs of the Park and Recreation Department. Proposers may submit a proposal on a specific element (ex. boulevards) or the entire needs detailed in this RFP.

The Request for Proposals provides the instructions and forms for submission of a proposal and associated reference material.

HISTORY

The Des Moines Park and Recreation Department provides the mowing and turf trimming needs of the City's park system, municipal buildings, boulevards and open spaces. Historically, this work has been done with City employees performing these maintenance duties. Additionally, the City has existing contracts for mowing and trimming services within its cemetery and public housing operations.

It is the intention of the City to procure maintenance contract for the mowing and trimming component of the City's grounds maintenance and City staff to perform the day to day infrastructure care, plant and tree care, prescribed burns, weed plant beds, etc. in the City's system.

EXECUTIVE SUMMARY

Currently the City of Des Moines manages and maintains all municipal grounds including parks, municipal building grounds, boulevards and open spaces. The detail contained within this RFP will provide the prospective proposers with a breakdown of the various components that make up the overall public ground for which the City is seeking to privatize for mowing and trimming services.

It is the intent of the City to procure both mowing and turf trimming services (**individually or together**) whereby the successful proposer(s) shall make a good faith proposal to the City to complete this work based on the prescribed specifications. The intent of this RFP is that the successful proposer(s) shall pay all operating expenses for a fixed fee per mowing and trimming cycle. **The City will provide mowing equipment either in whole or in part by zone from its existing fleet.** Each successful proposer(s) shall be assigned a personal contact for their respective work areas to coordinate access to City owned equipment and scheduling of the work to be performed by the contractor. Additionally, the City shall transfer the existing contracted work to the successful proposer(s) within the City's cemeteries and public housing properties.

A **mandatory** proposer's pre-submission conference will be held at 10:00 a.m. on Thursday, December 18, 2008, to address questions and issues from potential proposers prior to a tour of park facilities. The proposer conference shall be held at the Naucalpan Conference Room (City Hall) 400 Robert D Ray Drive, Des Moines, IA 50309. Teleconference capabilities are available upon request. Tours of specific facilities (parks, municipal buildings, boulevards, open spaces) shall be held from 11:00 a.m. – 4:00 p.m. after the pre-submission conference.

One original and nine (9) copies of the proposal shall be submitted to the Procurement Administrator no later than 10:30 a.m., Tuesday, January 20, 2009 to:

City of Des Moines Procurement Office
400 Robert D Ray Drive
Des Moines, Iowa 50309
Attn. Michael L. Valen
515-237-4205

Requests for clarification regarding this RFP must be made to the Procurement Administrator at mlvalen@dmgov.org no later than 3:00 p.m., January 6, 2009. Proposers wishing to respond to this RFP or receive addendums must notify the Procurement Administrator no later than 3:00 pm, January 13, 2009. Answers to requests for clarification will be provided to all persons making a request no later than 3:00pm, January 13, 2009.

STATEMENT OF INTENT AND INSTRUCTIONS TO PROPOSERS

SERVICES PROVIDED BY THE CITY

The City of Des Moines shall provide for the following services related to this RFP all of which shall be billed to the successful proposer unless otherwise negotiated:

- Existing mowers, trimmers, vehicles, trailers and other related equipment and storage will be offered by the City to the successful proposer and is itemized in Exhibit A as attached to this RFP below. The **City equipment** that is being provided to the contractor shall be made **available at no cost**. However, the contractor(s) shall be responsible for the fueling of said equipment at their expense. The proposer shall reimburse the City for all damage caused by their personnel, except for normal wear and tear. This equipment is for use on City-owned property only.
- Existing mowers, trimmers, vehicles, trailers and other related equipment owned by the City shall be maintained by the City during the length of the agreement.
- Turf maintenance (fertilizing, weed control, edging, over-seeding and aeration) will be provided by the City at City expense.
- Inspections of all privatized mowing and trimming areas at City expense.

SERVICES TO BE PROVIDED BY THE CONTRACTOR

The successful proposer shall provide the City for the exclusive mowing and turf trimming rights the following services:

- Mowing and turf trimming services to the identified property listed in this RFP, which shall include the collection of all litter on the grounds prior to each mowing cycle.
- Mowing and turf trimming specifications and locations as outlined in Exhibit B "Scope of Services" section of this RFP.
- Contractor shall provide the fuel for the City's equipment and its equipment at its expense.
- Contractor personnel shall be courteous to the general public, follow all industry accepted safety standards (OSHA), and shall wear appropriate clothing, remaining fully clothed while performing said services.
- Contractor shall perform their duties as outlined in this RFP with care and when possible shall remain at least twenty-five feet (25') away from any person.
- Contractor shall submit an estimated monthly mowing schedule at the beginning of each month of the mowing season to the appropriate Park and Recreation Department representative for approval.
- Contractor shall submit a completion report to the appropriate Park and Recreation Department contact including but not limited to date and time of service, and information regarding any vandalism, graffiti or dangerous situations noticed while performing their work.
- Contractor shall be responsible for any damage to any City or private property or structures as a result of his/her operations.
- Contractor shall submit an hourly rate for storm damage clean-up (removal of downed trees and limbs) should a storm require the mowing area to be cleared prior to performing the mowing and trimming services as outlined in this RFP.

Other responsibilities of the Contractor for the exclusive rights above include providing:

- Management, staffing and financing of the above rights and responsibilities.
- Custodial care (litter pick-up) of the grounds prior to each mowing cycle.
- Proof of insurance per Attachment 1.
- Proof of citizenship of all employees and clear all employees through the sex offender registry.
- A per acre per cycle cost for the rights listed above (see pages 23 and 24).
- Compliance with all applicable City, State and Federal rules and regulations as set forth currently or in the future.
- Timely reporting damage caused by Contractor, maintaining annual performance standards and City's right to review the following, but not limited to:
 - Property care (damage to buildings, signs, planting beds, trees, shrubs, specialized horticultural areas (prairies, rain gardens, etc.) and maintenance performance and cleanliness of the grounds
 - Customer service

Error and omissions:

In an effort to be inclusive of all City property contained within this RFP, the City may have inadvertently left out some service areas. Please provide the City a cost per acre by type of area (park, open space, boulevard) so these errors and omissions can be calculated into the final agreement to cover these potential errors and omissions as shown on page 23 of this RFP.

REQUIRED GENERAL CONTRACT TERMS

- I. The contractor shall furnish all supervision, sufficient labor, materials, equipment (except that provided by the City), employee safety training, supplies, insurance and other resources to perform mowing and trimming of all areas specified in this RFP.
 - A. All employees assigned to work in the City’s park and open space system must be legal citizens of the United States and shall have a background check performed noting that no employee’s on the Sex Offender Registry shall be assigned to work on City property. These hiring criteria shall be provided by the contractor.
 - B. The contractor shall be available for weekly scheduled meetings with the appropriate Park and Recreation Department representative(s)
 - C. The contractor shall not utilize sub-contractor(s) except in emergency situations when preauthorized in writing by the Park and Recreation Director or his designee. Unauthorized use of a sub-contractor by the Contractor will be cause for termination of the contract.
 - D. Under no circumstances will City personnel supervise Contractor’s personnel; failure of the Contractor to supervise its personnel will be cause for termination of the contract
- II. The initial contract period for the general turf mowing and trimming services maintenance shall be for three years with one three-year renewal at the sole discretion of the City.
- III. All mowing and trimming should be completed in five (5) working days per cycle per property, from Monday – Friday, inclusive; and, with permission for the appropriate Park and Recreation Department representative, mowing and trimming may be permitted on Saturday’s and Sunday’s. All mowing and trimming should be completed between 7:00 am and 9:00 p.m. with the exception of ROW areas where mowing and trimming should be completed between 9:00 am and 4:00 p.m. The City shall assign a manager to coordinate with the successful proposer in determining the frequency of mowing and trimming based on forecasted weather conditions.
- IV. All Contractor personnel shall wear appropriate clothing and protection equipment at all times while working on City property. Brightly colored clothing (e.g., orange, florescent green, yellow) is required when mowing near or in traffic areas. The clothing worn by the Contractor’s personnel while mowing the City’s locations may include the Contractor’s logo, business name or other business information.
- V. All Contractor personnel shall be courteous to the general public while performing services in or around public parklands, public buildings and roadways.

- VI. Ground litter shall be collected by the Contractor's personnel prior to each mowing cycle. Litter shall be defined as paper, cans, and bottles, limbs greater than ½ inch in diameter and/or other discarded debris or materials on the grounds. Any materials mowed over and scattered in the mowed area shall be immediately picked-up by the Contractor's personnel
- VII. Equipment used to complete the "Ground Mowing" shall be rated or specified by industry standards and in good working condition. Grass shall be cut when it grows to between 3.0 and 4.0 inches or as requested by the City. Desired grass height is 2.5 inches.
- VIII. Trimming of the mowed areas shall be completed with each mowing cycle and maintained at the same mowing height of the rest of the grass.
- IX. The Contractor Crew Leader shall complete the daily work report form and fax or scan and electronically submit to the appropriate Park and Recreation Department representative.
- X. The Contractor may request in writing extra time to complete a cycle due to inclement weather conditions from the Park and Recreation Department's representative.
- XI. The Contractor shall respond to calls from the City regarding missed or omitted areas and shall complete the requested work within 24 hours of notification.
- XII. The Contractor shall be responsible to train and educate their personnel on the safe and efficient operation of all equipment and transportation thereof on City streets.
- XIII. Damage to trees, shrubs, floral, cultivated vegetation by the Contractor's personnel and/or equipment shall be reported to the Park and Recreation Department representative immediately. Contractor will be responsible for the reasonable cost of replacement. Said damage replacement shall be computed using replacement cost values up to and including full replacement cost of the tree or shrub when bark damage exceeds 50% of the circumference of the tree.
- XIV. Damage to physical structures (buildings, signs, etc.) by the Contractor's personnel and/or City owned equipment shall be immediately reported to the Park and Recreation Department's representative to determine the extent of the damage and replacement costs to the Contractor.
- XV. Hazards, vandalism and graffiti noticed by the Contractor's personnel shall be recorded on the daily report form and submitted via fax or electronically to the Park and Recreation Department representative. Items that the Contractor's personnel feel cause an immediate hazard, shall be called in immediately to the Park and Recreation Department's representative
- XVI. Relocation of park fixtures and furnishings moved in order to complete a mowing and trimming cycle shall be replaced to their original location.
- XVII. The Contractor's Crew Leader shall notify the Park and Recreation Department's representative when work is completed in an area so that the area can be inspected.

TIMELINE

December 18, 2008 , 10:00 am	Pre-submission conference (400 Robert D Ray)
December 18, 2008 , 11:00 am	Selected Facility tour
January 6, 2009, 3:00 pm	Final submittal of questions to City
January 13, 2009, 3:00 pm	Responses to questions sent out by City
January 13, 2009, 3:00 pm	Last date to pick up RFP materials
January 20, 2009, 10:30 am	Proposals due to City's Procurement Agent

RFP REQUIRED INFORMATION

- Name and type of Company submitting bid including President/CEO, business address, phone number, e-mail address and point of contact for this RFP
- History of your company. Years in business, references, major accounts, etc.
- Proposed cost to City per cycle (mowing and trimming) for each year of contract, plus hourly rate for storm clean-up
- Qualifications and Resumes of Company President and Crew Leaders
- Anticipated staffing levels and amount of equipment (Mowing and Trimming Crew)
- Business Financial Statements for the most recent two years and evidence of equity capital and financing necessary to fulfill the obligations of your proposal

EVALUATION CRITERIA

Proposals will be reviewed and evaluated by an Evaluation and Selection Committee. Each proposal will be evaluated on how well the proposer addresses the requirements of the RFP. Points will be assigned as follows to each proposal. The proposal that best addresses the expectations of the City in each of the evaluation categories shall receive the highest point value for that category. At the City's discretion, proposers with the highest total evaluation points may proceed to an interview stage, after which the interviewed proposers will be re-evaluated in light of additional information received.

<u>Criteria</u>	<u>Value</u>
1. Cost to City	50 pts.
2. Management and staffing levels	20 pts.
3. History of company and proposer's experience	20 pts.
4. References, client list, complexity of existing accounts	10 pts.
5. Local preference*	<u>01 pts.</u>
 Total Points Available	 100 + 1 pts.

*Given to businesses with headquarters, or headquarters of its parent or holding company, residing within the corporate limits of the City of Des Moines as required by section 2-705 of the Municipal Code.

Attachment 1 and 3 must be completed and returned with your proposal

The City reserves the right to reject any or all proposals.

EXHIBIT A

CITY OWNED ASSETS TO BE OFFERED TO CONTRACTOR

Location	Unit #	Year	Make	Model	Current Location
Hort East	84	2000	FORD	3/4T F250 PU w/PLOW	East Zone
Hort East	1015	2002	WOODS	RM990 MOWER	East Zone
Hort East	1279	2002	HUSTLER	MOWER/EDGER 260 925222	East Zone
Hort East	1644	1993	RODE	TRAILER	East Zone
Hort East	122005	2005	JOHN DEERE	1445 OUTFRONT MOWER	East Zone
Hort East	126304	2004	JOHN DEERE	72" ROTARY	East Zone
Hort East	144503	2002	WOODS	MD-80 MOWER	East Zone
Hort East		2007	TORO	16' 580D WING MOWER	East Zone
Hort North	329	2002	FORD	F150	North Zone
Hort North	108003	2002	JACOBSON	HR-5111	North Zone
Hort North	123706	2006	TORO	580D	North Zone
Hort North	125404	2004	JOHN DEERE	1445 MOWER	North Zone
Hort North	148503	2002	WOODS	MD-80	North Zone
Hort South	204	1997	FORD	F150	South Zone
Hort South	999	1995	TORO	166	South Zone
Hort South	1046	1999	JACOBSEN	ROT MOWER	South Zone
Hort South	1067	1995	FORD	545D	South Zone
Hort South	1246	1999	JOHN DEERE	F1145 MOWR	South Zone
Hort South	1314	2000	TORO	223-D MOWER	South Zone
Hort South	1315	2000	TORO	223-D MOWER	South Zone
Hort South	1336	2000	TORO	223-D MOWER	South Zone
Hort South	1446	1990	WOODS	MD-80	South Zone
Hort South	102004	2004	TORO	580D	South Zone
Hort South	146703	2002	WOODS	MD-80	South Zone
Hort West	1286	2001	KUBOTA	3060 MOWER	West Zone
Hort West	1459	1995	WOODS	MD80 MOWER	West Zone
Hort West	1624	1991	FELIG	FT-63	West Zone
Hort West	123205	2005	JOHN DEERE	1445 MOWER	West Zone
Hort West	126904	2004	TORO	1445 MOWER	West Zone
Hort West	128006	2006	TORO	580D MOWER	West Zone
Hort West	146103	2002	WOODS	MD80 MOWER	West Zone

Contractor shall have access to the maintenance equipment listed above. The City shall provide the maintenance to all City owned equipment. All City markings shall remain visible on all City owned equipment. The successful proposer shall reimburse the City for all damage caused to the City's fleet by their personnel, except for normal wear and tear.

**EXHIBIT B
SCOPE OF SERVICES**

Duties	Work Required	Specification	Frequency
Mowing	Turf will be mowed between 3.0 and 4.0 inches or as requested	Clippings shall not be left clumped, blown toward traffic, sidewalks or recreational areas (playgrounds, wading pools, etc.)	March – November Anticipate 28 cycles
Trimming	Trimming will occur with each mowing cycle.	Area where turf cannot be mowed such as sidewalk edges, signs, buildings, etc.	March – November Anticipate 28 cycles
Trash Removal	All trash shall be removed prior to each mowing cycle	Area will be cleaned of trash prior to operating mowing equipment	March – November Anticipate 28 cycles
Storm Damage Removal	Collection and removal of all downed limbs due to storm damage prior to mowing and trimming	Area shall be cleared of all storm damage material and placed on a hard surface for City crews to dispose of prior to any mowing cycle.	March – November As needed. Please provide per hour cost per crew.
Clean-up	Blowing or sweeping of hardscape areas (sidewalks, open air shelters, etc.)	Hardscape areas shall be cleared of all debris from mowing and trimming services	March – November Anticipate 28 cycles
Inclement Weather	Minimize damage to turf areas, storage of contractor's equipment	Mowing areas shall not be damaged (rutted) due to weather conditions. Specified location for the temporary storage of the contractor's equipment.	March – November As needed.
Daily Maintenance Report	Completion of work completed submittal sheet as per attachment D	Completion of Daily Maintenance Report. See Exhibit D.	March – November Anticipate 28 cycles
Leaf mulching	Mowing/mulching of downed leaves at specific park locations	Additional mowing cycles shall be completed to mulch leaves at identified parks in Exhibit C	October – November Anticipate 3 cycles These items are marked in bold on Exhibit C.

The number of cycles above is estimates the actual number of cycles shall be determined by the assigned City personnel to manage the contract(s).

**EXHIBIT C
LOCATION OF PARKS, OPEN SPACES AND BOULEVARDS**

See color code at the end of this section for the anticipated number of cycles

Park or Facility	Zone	Location	Est. # Acres	Cost per Acre
Bates	North	220 Clark St.	2.3	
Birdland Park	North	2100 Saylor Rd.	17.7	
Birdland Sports	North	6 th & Holcomb	9.7	
Burke	North	1134 E. 7 th St.	1.3	
Cheatom	North	1100 Day St.	2.8	
Drake	North	2300 Drake Park Ave	4.4	
Edna Griffin	North	1400 E. 19 th St.	0.4	
Evelyn K. Davis / Library	North	1400 Forest Ave	7.9	
Good	North	1103 17 th St.	9.2	
Grubb YMCA	North	NW corner 9th & College	2.0	
McHenry	North	1012 Oak Park Ave	5.3	
North Side Library	North	3512 5 th Avenue	.25	
Prospect	North	1225 Prospect Rd	6.4	
Royal	North	1809 8 th St.	0.2	
Stewart Sq.	North	1401 E. Grand Ave	1.4	
Union	North	725 Thompson	40.5	
Whitmer	North	526 Lyon St.	0.5	
ROW	North	See Attached Map	23.9	
		Sub-total North Zone	136.2	
ARL	South	1615 S.E. 14 th St.	1.8	
Columbus	South	1921 S.E. 1 st St.	4.2	
Evergreen	South	2000 Evergreen Ave	4.7	
Ewing	South	5300 Indianola Ave	139	
Harmon	South	2900 S.W. 26th St.	3.8	
Harriet Boat Ramp	South	1403 Harriet St.	8.9	
Jordan	South	600 E. Wall St.	1.2	
MacRae	South	1021 Davis Ave	15.5	
Nahas Pool	South	1101 Porter Ave	3.0	

Exhibit C (Continued)

Park or Facility	Zone	Location	Est. # Acres	Cost per Acre
Pete Crivaro	South	1001 Railroad Ave	12.2	
Pioneer	South	1650 Pioneer Rd.	19.8	
Sayers	South	1300 Linden Ln.	3.2	
Sheridan	South	4000 E. Hull Ave	2.8	
Stone	South	2100 S.E. 5 th St.	7.2	
ROW	South	See Attached Map	24.2	
		Sub-total South Zone	251.5	
Allen	East	504 S.E. 1 st St.	1	
Ashfield	East	701 E. 18 th St.	5.9	
Belle Turner	East	3301 Adams St.	1.6	
Brook Run	East	Douglas & Village Run	1.6	
Chamberlain	East	2134 Woodland Ave	1.1	
Chesterfield C.C.	East	2501 Maury	3.2	
Chesterfield Park	East	2720 Scott Ave	3.4	
Crowley	East	1570 E. Garfield	2.1	
Eastside Boxing Club	East	2025 E. Grand Ave	.42	
Easton Basin	East	2617 Easton Blvd.	3.6	
Easttown	East	2591 Hubbell	7.7	
Fairmont	East	2520 E. Hull Ave	4.1	
Four Mile	East	3711 Easton Blvd.	4.5	
Grandview	East	3230 Easton Blvd.	27.2	
Laurel Hill	East	3407 Dean Ave	1.4	
Logan	East	1740 E. Garfield	2.1	
M.L. King Jr.	East	E. 17 th & Garfield	3.8	
Pocket Park 1	East	E. 19 th & Cleveland	0.4	
Pocket Park 2	East	2830 E. 35 th St.	0.8	
Redhead	East	1700 Dean Ave	1.2	
Sam Cohen	East	1000 Scott Ave	1	
Sargent	East	Colfax & E. Douglas	4	
Valley High Manor	East	1022 Winegardner Rd.	2.4	
ROW	East	See Attached Map	14.1	

Exhibit C (Continued)

Park or Facility	Zone	Location	Est. # Acres	Cost per Acre
		Sub-total East Zone	100.2	
Ashby	West	3300 38 th St.	3.8	
Beaverdale	West	3301 Adams St.	2	
Franklin	West	55 th & Franklin	3.2	
Frisbie	West	6101 Muskogee Ave	3	
Glendale	West	4909 University	17.2	
Greenwood	West	4500 Grand Ave	23.9	
Northwest Pool	West	50 th & Madison	1	
Riley	West	5300 Urbandale Ave	2.4	
Tower	West	2103 50th St.	11.4	
Westchester	West	4901 Valdez Dr.	4.8	
Witmer	West	1610 34th St.	11.7	
Woodlawn	West	3126 Twana Dr.	4.1	
ROW	West	See Attached Map	27	
		Sub-total West Zone	115.5	
		Total Park Acreage	514.2	
		Total ROW Acreage	89.2	
		Total Acreage	603.4	
Color code below for estimated frequency of mowing and trimming				
31 cycles	Parks	Additional for mulching		
20 to 28 cycles	ROW	20 cycles ROW / 28 cycles Boulevards		

Note: Maps of the above locations are attached to this RFP for location reference.

Please see additional mowing and turf trimming areas (below) that will be included in this RFP but will not become effective until the existing contracts expire.

Exhibit C (Continued)

Future Mowing and Trimming Locations: (These will be added to the awarded proposer upon termination of the existing mowing/trimming contracts).

Park or Facility	Zone	Location	Est. # Acres	Cost per Acre
Woodland Cemetery		2019 Woodland Avenue	60	
Oak Grove Cemetery		3900 S.W. 31 st Street	2	
Sims Cemetery		E 36 th Ct. & University	1	
Elm Grove Cemetery		Indianola & Army Post	5	
Glendale Cemetery*		4909 University Avenue	160	
Laurel Hill Cemetery*		3601 E. Court	40	
Total			278	
Traffic Island				
ML King Jr (N/S)			4	
Total			4	
Public Housing				
Royal View Manor		1101 Crocker	.89	
East View Manor		3700 E. 31 st Street	2.32	
Oak Park Plaza		3400 8 th Street	.79	
Highland Park Plaza		3717 6 th Avenue	.11	
South View Manor		2417 S.W. 9 th Street	.34	
Approx. 80 Vacant sites (homes)		See Attached Des Moines Municipal Housing List	7	
Total			11.45	

***Glendale and Laurel Hill Cemeteries are for trimming services only all other properties listed include mowing and trimming services.**

Cemetery Mowing contracts to terminate at end of March 2009

Martin Luther King Island to terminate at end of December 2009

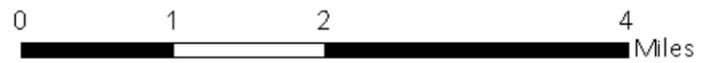
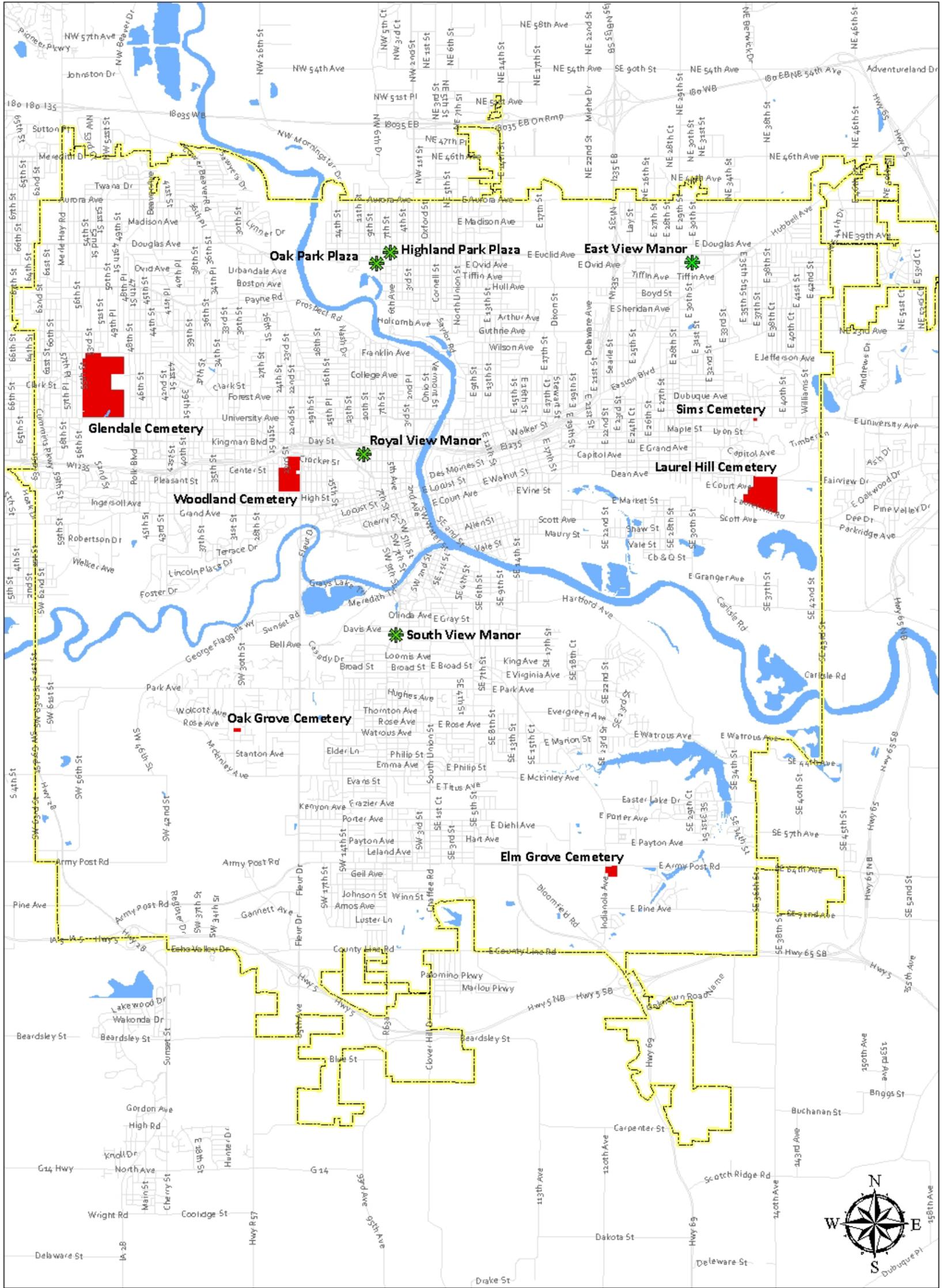
Municipal Housing mowing contracts to terminate at end of March 2009

Des Moines Municipal Housing List

ADDRESS	ZIP	ADDRESS	ZIP
3RD ST 3617	50313-4338	CRESTON AVE SE 345	50315-1963
DOUGLAS AVE E 901	50316-1023	7TH ST SE 2523	50315-2010
DOUGLAS AVE E 909	50316-1023	ROSE AVE SE 313	50315-2806
DOUGLAS AVE E 911	50316-1023	ROSE AVE SE 315	50315-2806
9TH ST E 3221	50316-1201	11TH ST SE 3600	50315-2910
9TH ST E 3208	50316-1202	11TH ST SE 3602	50315-2910
9TH ST E 3709	50316-1265	LEACH AVE E 428	50315-3648
9TH ST E 3711	50316-1265	LEACH AVE E 430	50315-3648
9TH ST E 3717	50316-1265	PHILIP ST SE 1104	50315-3749
9TH ST E 3719	50316-1265	MCKINLEY AVE 1234	50315-3829
9TH ST E 3727	50316-1265	MCKINLEY AVE 1236	50315-3829
JEFFERSON AVE E 1513	50316-1660	EMMA AVE SW 922	50315-3841
JEFFERSON AVE E 1533	50316-1660	EMMA AVE SW 924	50315-3841
15TH ST E 1428	50316-2414	UNION ST S 5316	50315-4152
IDAHO ST 1373	50316-2421	12TH ST SW 5910	50315-5023
DIXON ST 1513	50316-2627	12TH ST SW 5918	50315-5023
DIXON ST 1515	50316-2627	12TH ST SW 5920	50315-5023
STEWART ST 1431	50316-2636	DIEHL AVE SE 304	50315-5228
DE WOLF ST 1545	50316-2721	WADE ST 1223	50315-6539
CAPITOL AVE 1817	50316-3715	FLEMING AVE 3101	50310-5316
ASTOR ST 106	50316-3926	SENECA AVE 3108	50310-5339
17TH ST E 1227	50316-4001	HOLCOMB AVE 2420	50310-5523
17TH ST E 1233	50316-4001	22ND ST 1809	50310-6012
17TH ST E 1239	50316-4001	24TH ST 1915	50310-6042
17TH ST E 1251	50316-4001	24TH ST 1933	50310-6042
17TH ST E 1246	50316-4002	WASHINGTON AVE 2021	50310-6053
MCCORMICK ST 1248	50316-4027	MLK PKWY 3104	50310-6227
SAMPSON ST 1429	50316-4034	PAYNE RD 2403	50310-6252
KINSEY AVE 3308	50317-2712	21ST ST 1061	50311-4405
KINSEY AVE 3310	50317-2712	MLK PKWY 1163	50314-1204
33RD ST E 1525	50317-2755	GILLETTE ST 1709	50314-1313
33RD ST E 1527	50317-2755	17TH ST 1423	50314-1323
34TH ST E 2234	50317-3203	JEFFERSON AVE 1811	50314-1407
HUBBELL AVE 3026	50317-3719	18TH ST 1511	50314-1421
12TH ST SW 2505	50315-1818	18TH ST 1539	50314-1421
CRESTON AVE SE 343	50315-1963	ALLISON AVE 1827	50314-1514
10TH ST 2033	50314-2420	LINCOLN AVE 1618	50314-1556
9TH ST 1160	50314-2519	15TH PL 1219	50314-1804
9TH ST 1170	50314-2519	13TH ST 1721	50314-1925
9TH ST 1176	50314-2519	COLLEGE AVE 1325	50314-1935
9TH ST 1178	50314-2519	MONDAMIN AVE 1333	50314-1947
8TH ST 1427	50314-2810	MONDAMIN AVE 1405	50314-1949
INDIANA AVE 314	50314-3141	11TH ST 1125	50314-2210
5TH ST 1463	50314-3215	13TH ST 1120	50314-2250

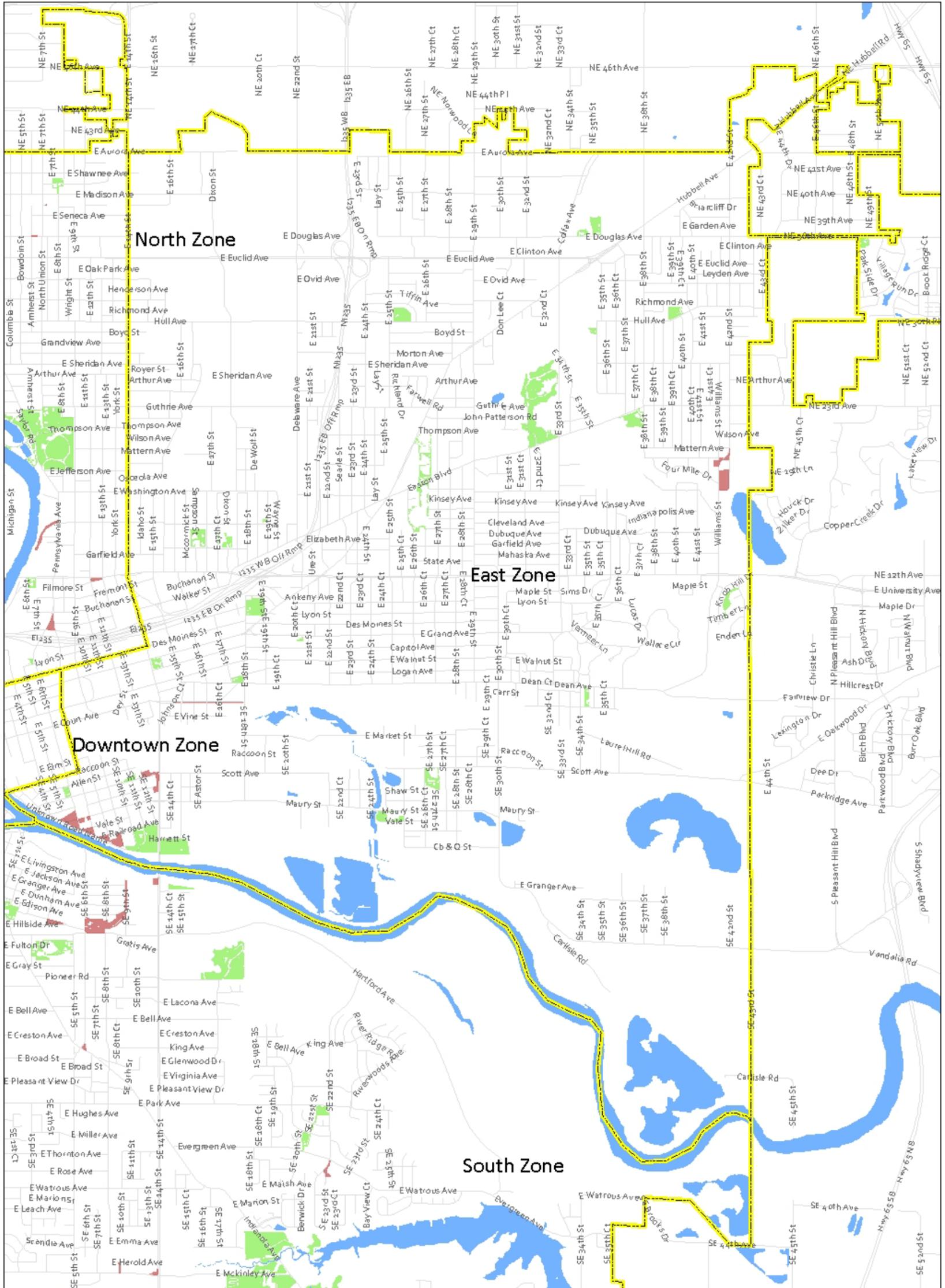
DES MOINES

CEMETARY AND PUBLIC HOUSING MOWING AREAS



DES MOINES

EAST ZONE MOWING AREAS

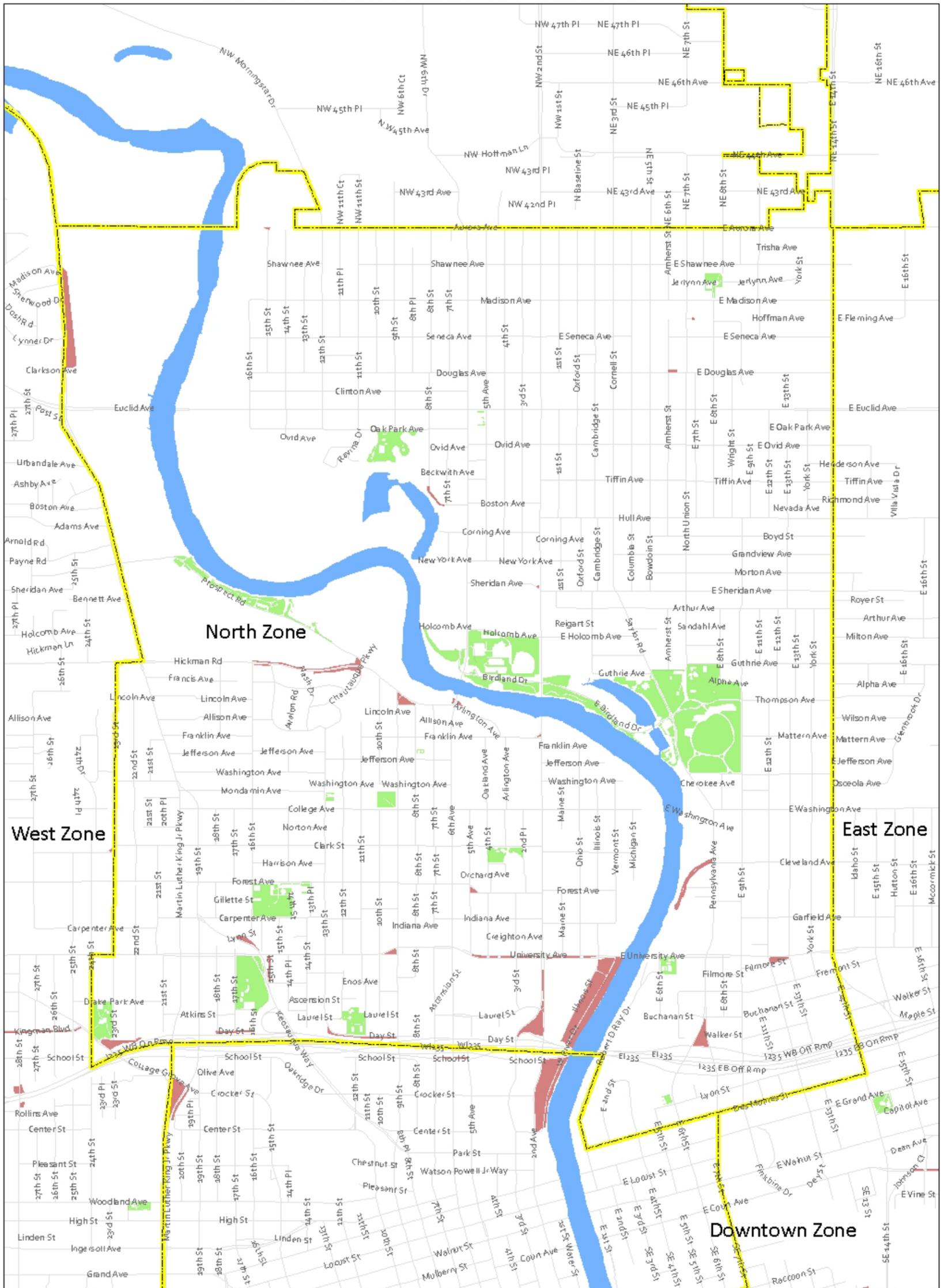


-  Park
-  ROW, Vacant Lot or Non-Park Facility



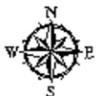
DES MOINES

NORTH ZONE MOWING AREAS



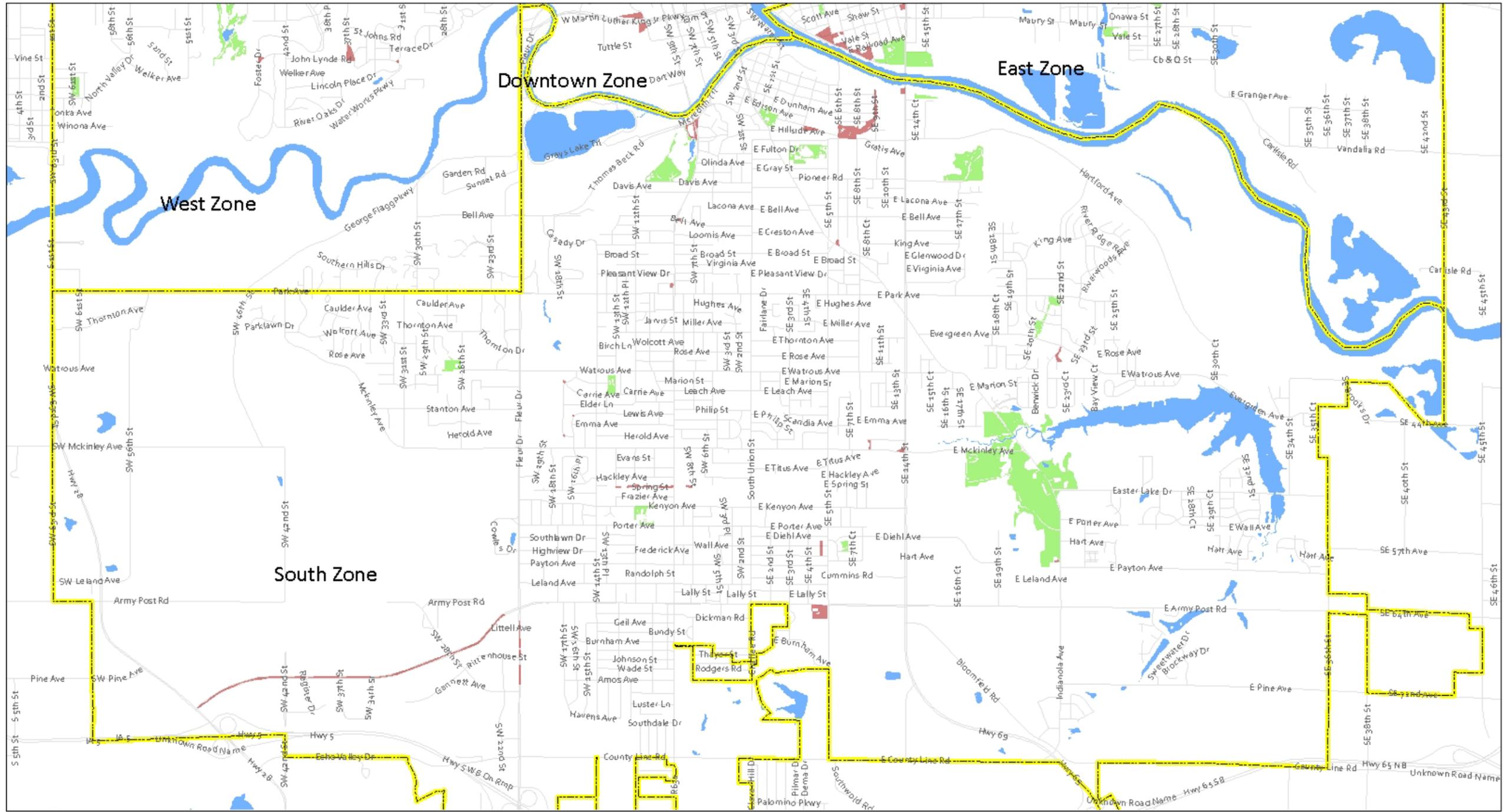
-  Park
-  ROW, Vacant Lot or Non-Park Facility

0 0.3 0.6 1.2 Miles



DES MOINES

SOUTH ZONE MOWING AREAS

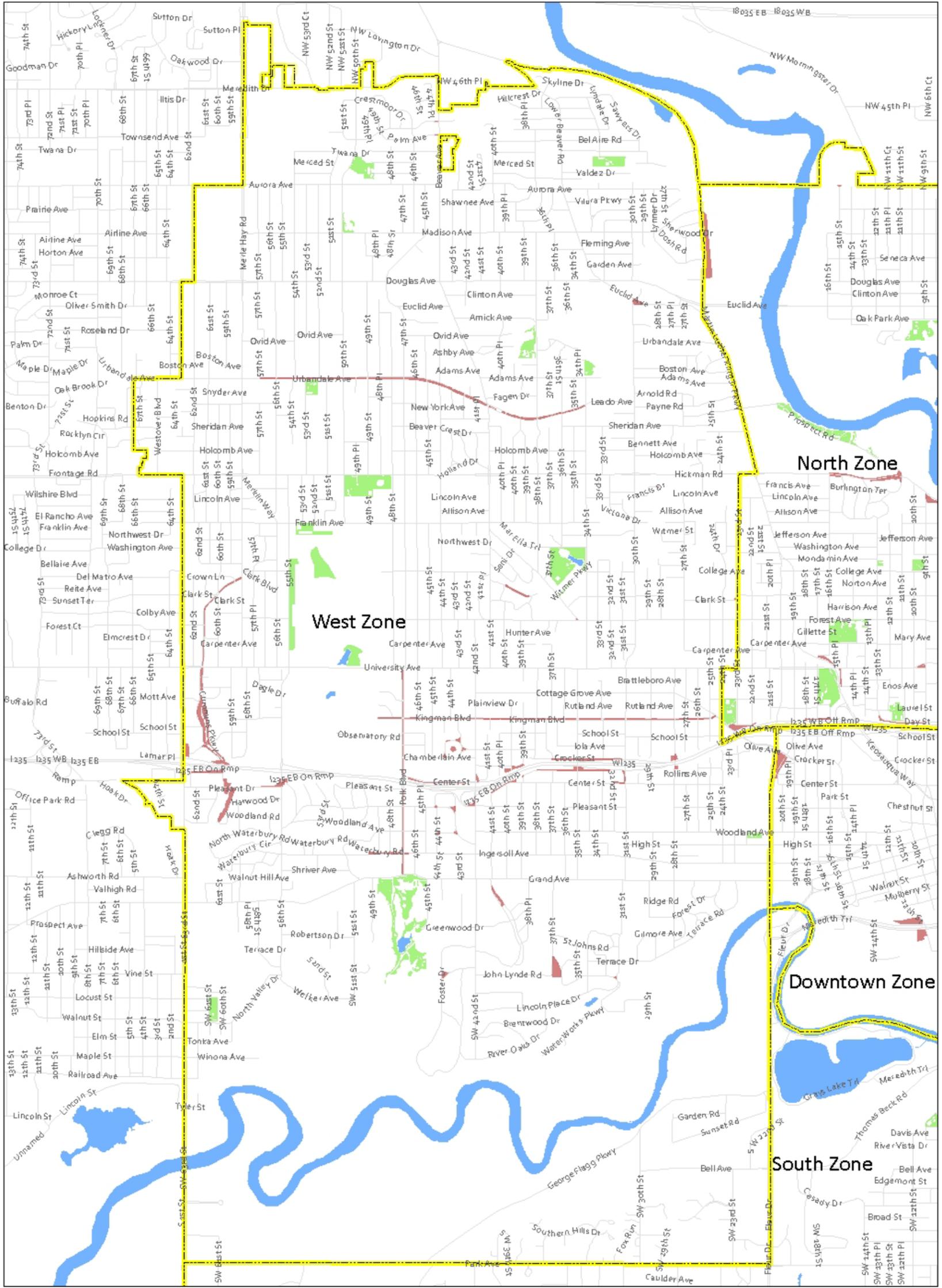


- Park
- ROW, Vacant Lot or Non-Park Facility



DES MOINES

WEST ZONE MOWING AREAS



- Park
- ROW, Vacant Lot or Non-Park Facility



**EXHIBIT D
DAILY MAINTENANCE REPORT**

Location: _____ Date: _____

Contractor: _____

Foreperson: _____ Cell Ph: _____

Number of Labors: _____ Weather: Clear: _____ Rain: _____

Start Time: _____ End Time: _____ Temperature: _____

Work Activity: _____

Contractor Observations: (Hazards, Damage, Vandalism, Graffiti): _____

Contractor Damage to City Property (trees, shrubs, buildings, signs, etc): _____

Contractor Representative: _____ Date: _____

City Representative: _____ Date: _____

**CITY OF DES MOINES
PARK AND RECREATION DEPARTMENT
MOWING AND TRIMMING MANAGEMENT SERVICES RFP
PROPOSAL/RESPONSE**

Name of Company: _____

Address: _____
Street City State Zip

Type of Company: Corporation, LLC, etc.: _____

Contact Person: _____
Name Title

Contact Info: _____
E-mail Phone

Please attach a company bio and references to your RFP Response.

Annual cost to the City per cycle: Please see attached cost sheet on pages 23 and 24.
Please propose contract terms, compensation and justification for any length of term over three-years with one 3 year renewal option) to the City in the space provided below: (Additional pages may be added).

Storm damage clean-up hourly rate by employee or crew on an as needed basis to clear mowing areas to complete work, please specify how you bill the City for this service.

Qualifications and Resumes of President and Field Crew Chiefs: Please attach the Resumes and certifications of staff you are proposing to be your lead worker at the City's property.

Anticipated staffing levels: Please provide your anticipated staffing levels (Mowing and Trimming Crew) including dates and hours of operations to complete the described work.

Please submit your previous two years business financial statements and evidence of equity capital and financing necessary to fulfill the obligations of your proposal.

Cost Proposal Submittal Sheet

Proposer(s) may bid by zone, by ROW, Cemeteries and/or Public Housing in whole or any combination thereof.

Type	# of Acres	# of Cycles	Cost per acre/cycle
North Zone	87.4	28 cycles	\$
North Zone	62.4	31 cycles	\$
South Zone	81.9	28 cycles	\$
South Zone	206.4	31 cycles	\$
East Zone	77.9	28 cycles	\$
East Zone	45.2	31 cycles	\$
West Zone	69.3	28 cycles	\$
West Zone	59.1	31 cycles	\$
ROW		20 cycles	\$
Boulevards		28 cycles	\$
Sub-Total Operation	689.6	20 to 31 cycles	\$

Errors and Omissions: Provide cost per acre/cycles

Parks	N/A	28 cycles	\$
ROW	N/A	20 cycles	\$
Boulevards	N/A	28 cycles	\$
Storm Damage	N/A	As needed	\$

Future mowing and trimming elements

Type	# of Acres	# of Cycles	Cost per acre/cycle
Cemeteries Mowing & Trimming	68	28 cycles	\$
Cemeteries Trimming only	200	28 cycles	\$
MLK Jr. Island	4	28 cycles	\$
Public Housing	4.5	28 cycles	\$
Sub-Total Operation	276.5		\$
Total Operations	879.9		\$

The transfer of the Cemetery mowing contract to terminate at end of March 2009

The transfer of the MLK Jr. Island mowing contract to terminate at end of December 2009

The transfer of the Public Housing mowing contract to terminate at end of March 2009

I. STANDARD PROVISIONS AND REQUIREMENTS

FOR REQUESTS FOR PROPOSALS (RFPs)

1. Proposal Must Be Signed by Proposer or Its Officer or Designated Agent

A proposal submitted in response to the City's Request for Proposals shall be signed by the proposer if an individual, or by an officer of the proposing firm, or by a designated agent empowered to bind the firm in a contract.

2. Partnership and Joint Venture Proposals; Use of Corporate Name or Fictitious Corporate Name.

(a) If a proposal is submitted by two or more persons acting as a partnership, the names of the persons appearing on the proposal must be followed by the notation -- "a partnership", or words of similar import.

(b) If a proposal is submitted by two or more persons or corporate entities as a joint venture, the names of the persons or entities appearing on the proposal must be followed by the notation -- "a joint venture". In that instance, the proposal must also be signed by all such persons and/or the authorized agents of all such entities, and the proposal bond or fidelity bond, if any is required, must cover the joint venture. Joint venture proposals shall identify which person or firm will act as lead person of firm.

(c) A proposal submitted by two or more persons or corporate entities without any indication that they are submitting it as a joint venture, without being signed by all such persons and/or the authorized representatives of all such entities, and without a proposal bond or fidelity bond covering all such persons or entities as a joint venture, will be subject to rejection.

(d) In submitting a proposal and in entering into a contract in response to an RFP, a corporate entity may use its fictitious corporate name in addition to its legal corporate name, if the fictitious name is appropriately registered with the Iowa Secretary of State. Proposers are advised to exercise care in the use of any fictitious name for their firms.

3. Proposer Questions, Objections or Requests for Information, Clarification or Interpretation to be Submitted to Procurement Administrator - Proposers Prohibited from Inappropriate Communication with City Officials or Employees - Inappropriate Communication May Result in Rejection or Return of Proposals - Inappropriate Communication May be Considered in Evaluation of Proposals.

In order to ensure an open process and the provision of equal knowledge and opportunity to all potential proposers, the Procurement Administrator or his/her designee will serve as the sole point of contact for questions, objections, informational requests and requests for clarification or interpretation during the RFP process. The City's intention is to avoid such questions, objections, or requests for information or clarification being posed by an individual proposer and then being answered only for that proposer. Instead, the City's goal is to allow such questions, objections and requests to be posed by all potential proposers, and to communicate those questions, objections and requests, and the City's responses, to all potential proposers.

Consequently, only written questions, objections or requests for clarification or interpretation, submitted by mail, FAX, or e-mail, will be accepted from potential proposers, and written responses will be issued to all known potential proposers. Dates and times for acceptance of questions, objections and requests, and for delivery of written responses, will be detailed in the RFP. Oral questions, objections or requests will not be accepted. A proposer's conference will be scheduled as provided in paragraph 4, at which proposer's may submit questions, objections or requests orally or in writing.

After issuance of an RFP by the City, persons or entities who intend to respond to such RFP by submission of a competitive proposal, and who desire to pose questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, shall not attempt to communicate with, in writing, electronically, or orally, any City official or employee other than the City's Procurement Administrator. After issuance of an RFP, persons or entities who intend to respond to such RFP by submission of a competitive proposal shall not communicate with, in writing, electronically, or orally, any other City official or employee in an attempt to gather information which would be helpful in responding to the RFP, or in an attempt to influence the City's consideration of its competing proposal. All inappropriate communications with City officials or employees will be reported to the Procurement Administrator and evaluation and selection committee. Such inappropriate communication by a proposer or potential proposer may, at the discretion of the Procurement Administrator, constitute grounds for disqualification of that proposer's proposal, resulting in the Procurement Administrator's refusal to accept such proposal or in the return of such proposal. Further, the evaluation and selection committee may in its discretion consider such inappropriate communication in evaluating and scoring such proposal. The Procurement Administrator will advise City officials and staff of the pendency of RFPs for evaluation or award, and during the pendency thereof City staff or officials will be prohibited from engaging in discussion of an RFP with a proposer or potential proposer unless so directed or approved by the Procurement Administrator.

The foregoing notwithstanding, any proposer or potential proposer who believes that the terms of an RFP are objectionable, or who believes that the Procurement Administrator or other City staff have not appropriately responded to its questions, objections, or requests for information, clarification or interpretation regarding any term, provision, or requirement of the RFP, or who believes that the Procurement Administrator, other City staff or the evaluation and selection committee have a bias against it or are treating it unfairly, may communicate its concerns in that regard to the City Manager or City Council. A proposer or potential proposer shall first communicate its concerns directly to the City Manager, orally or in writing. If the City Manager cannot resolve the issue to the satisfaction of the proposer or potential proposer, the City Manager shall, at the request of the proposer or potential proposer, forward such concerns to the City Council for its consideration.

4. Proposers Conference.

A proposers conference will be held at *10:00AM ON December 18th*. All persons or entities interested in or intending to respond to the RFP may attend the proposers conference and participate. At said conference, any person or entity interested in or intending to respond to the RFP may present, orally or in writing, questions, objections,

or requests for clarification or interpretation as to any term, provision, or requirement of the RFP. Appropriate city staff will be present at the conference to discuss the questions, objections, or requests for clarification or interpretation raised or presented to the City at said conference or presented to the City in writing as provided in paragraph 3 above. Remarks made during discussions at said conference by any City official or employee shall not be binding upon the City or be deemed to be the City's official response or position regarding any question, objection, or request for clarification or interpretation discussed at said meeting.

5. City's Response to Proposer Questions, Objections, and Requests for Clarification or Interpretation; Issuance of Addenda to RFP.

The City's Procurement Administrator will respond in writing to all questions, objections, or requests for information, clarification or interpretation presented to the City as provided in paragraph 3 or raised or presented at the proposer's conference as provided in paragraph 4. The City's written response will be directed to all known potential proposers. Only the City's written responses shall be considered the City's official response binding upon the City. In addition to making a written response, the City may issue addenda amending the RFP by changing or deleting the provisions of, or adding provisions to, the RFP.

6. Collusion Prohibited - Affidavit Required.

Any agreement or collusion among proposers or prospective proposers, in restraint of freedom of competition by agreement to propose a fixed price or otherwise shall render the proposals of such proposers void. Proposers will be required to execute and submit with their proposals a Non-Collusion Affidavit in the form appended hereto as Attachment 1. Any disclosure by one proposer to another proposer of the content of a proposal in advance of the submission of proposals shall render the proposals of both such proposers void, and may at the discretion of the Procurement Administrator render the RFP proceedings void.

7. Gratuities Prohibited.

(a) The laws of Iowa provide that it is a felony to offer, promise, or give any thing of value or benefit to government employees with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duties. Evidence of violations of this clause will be turned over to the appropriate law enforcement agency.

(b) The City of Des Moines provides reimbursement for transportation lodging, meals and miscellaneous expense for its employees incurred while on duty and engaged in the preparation or evaluation of RFPs.

8. Proposals Not Confidential; Proposer Requests for Confidentiality Under Iowa Open Records Law, Chapter 22 of Iowa Code; Disclosure of Proposal Content.

Under Chapter 22 of the Iowa Code, "Examination of Public Records", all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to

release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

3. Trade secrets which are recognized and protected as such by law.
6. Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals, may, but is not required, to keep portions of such proposals confidential under exceptions 3. and 6. noted above. If a responding individual or company determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Polk County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

9. Proposal to Include Only Market Available Equipment and Field Tested Software Unless Otherwise Provided

- (a) All equipment, features, and attachments which are proposed must have been formally announced for market purposes before the date the proposal is submitted to the City.
- (b) All proposer supplied programs/software referred to in the proposal must be field operational before the date the proposal is submitted, unless the services to be provided in response to the RFP include program/software development.
- (c) Demonstrations must utilize the proposed equipment, programs or software precisely as proposed.

(d) Unless otherwise specified in the specifications, all items on which a proposer submits a proposal shall be new, of the latest model or manufacture and shall be at least equal in quality to that specified in the bidding documents.

10. Proposer Required to Identify Patented Equipment, Processes, Materials, or Hardware, and Copyrighted Text, Information, Data, or Software Included in Its Proposal; Proposer Required to Include with Its Proposal any Licenses Which City Will be Expected to Execute.

(a) Proposers shall be required to identify any patented equipment, processes, materials, or hardware, or any copyrighted text, information, data, or software, which it proposes to supply as part of the goods it is required to provide under the RFP or which it proposes to supply as part of the services it is required to perform under the RFP. Every proposer shall likewise identify the licensing agent for such patented or copyrighted items, and shall provide with its proposal a copy of any licensing or use agreement which the City will be expected to execute for the use of such patented equipment, processes, materials, or hardware, or copyrighted text, information, data, or software included in a proposer's proposal, as well as the anticipated cost to the City, if any, for such use under license or agreement. The proposer to whom the contract is awarded shall be required to warrant that the intellectual property rights of third parties (copyright, trademark, or patent) will not be violated by the proposer's or City's use of any equipment, process or service provided in response to the RFP.

(b) All software provided to the City pursuant to a proposer's proposal shall be fully documented. This documentation shall consist of pertinent technical documentation and operator documentation including the following, as applicable:

- ◆ Proprietary source code escrow option Database definitions and file structures;
- ◆ Variable descriptions, variable cross-references and subroutine calling sequences;
- ◆ Interface specifications;
- ◆ Requirements traceability matrix;
- ◆ Communication protocols including field device protocol;
- ◆ Security documentation;
- ◆ System backup and recovery procedures;
- ◆ System operational procedures and error handling;
- ◆ Hard copy user manual segregated into chapters (or volumes) which group topics according to whether the software is used from TMC operator stations, from remote computers, and from either of the above;
- ◆ On-line user manual or help facility;
- ◆ Warrantees on software; and
- ◆ Licenses and liens.

The proposer may use different methods for documentation if it provides sufficient information as determined by the City. All documentation shall be submitted to the City for final approval.

(c) Source Code Escrow. Rights to intellectual property developed, utilized, or modified by the proposer in the performance of the services shall remain the property of the proposer. However, program source libraries, source code, flow charts of source code, database definitions, file structures, communications protocols, variable descriptions, variable cross-references, subroutine calling sequences, and other documentation are elements of the work product without which the City would be at a severe loss should the proposer be unable or unwilling to provide service for the life of the software. For this reason, the successful proposer shall, to the extent required by the RFP, be required to provide an independent escrow agent to handle such proprietary work product documentation which shall be transferred from escrow agent to the City in the event that the Contractor fails to provide service at a reasonable and justifiable price during the life span of the software.

11. Not Used

12. Proposers to Provide Evidence of Ability to Obtain Insurance.

If insurance is required by this RFP, each proposer shall be required to provide evidence satisfactory to the City that it can obtain the required insurance coverages. For this purpose, each proposer shall submit with its proposal the certification form appended to this RFP as Attachment 3, in which the proposer's insurance agent will be required to certify that the proposer can obtain the required insurance coverages. Failure to submit the required certification form shall be grounds for rejection of the proposal.

13. Evaluation and Selection Committee; Procedure for Evaluation and Recommendation as to Selection of Best Proposal.

(a) Competing proposals submitted in response to the RFP shall be evaluated by an evaluation and selection committee appointed by the director of the department sponsoring the RFP. The evaluation and selection committee shall, at the department director's discretion, be composed of city staff members, consultant representatives if a consultant was utilized in formulating the RFP, and other persons deemed knowledgeable of the goods and/or services being procured. The evaluation and selection committee ("committee") will utilize the evaluation criteria and scoring methodology set forth in this RFP in making its determination as to the best proposal.

(b) Upon completing its evaluation and the scoring of competing proposals, the committee shall make a written report of its determination and recommendation as to the selection of the best proposal. The report will be filed with the department director and Procurement Administrator, and the report and Notice of Intent to Award will be provided to all competing proposers by ordinary mail, FAX or e-mail at the address, FAX number or e-mail address shown in their proposals at least 5 days prior to the appeal deadline set forth in the Notice of Intent to Award.

14. Appeal of Evaluation and Selection Committee Recommendation - Proposer Objections to be Submitted in Writing - Resolution of Proposer Objections.

(a) Opportunity for Proposers to Appeal Evaluation Committee Recommendation as to Selection of Best Proposal - Required Submission in Support of Objection.

A proposer who is aggrieved by the evaluation and selection committee's determination and recommendation as to the selection of the best proposal, as set forth in the committee's report, may appeal such determination and recommendation by filing a written objection thereto with the Procurement Administrator within the appeal deadline set forth in the Notice of Intent to Award. Such objections may be filed in person or by mail, FAX or e-mail. In its written objection, the appealing proposer shall set forth all of its objections to the committee's recommendation and all arguments in support thereof, and shall attach thereto all documentation supporting its objections which it intends to rely on in making its appeal. The appealing proposer may request a hearing on its appeal, but the determination whether to hold a hearing or to determine the appeal on the basis of the record made in the written objection shall be discretionary with the City Manager. Alternatively, the City Manager may, after the issuance of an RFP, authorize use of the alternative appeal procedure provided in section 2-757 of the Des Moines Municipal Code where it is determined that use of the appeal procedure provided in this section will unduly delay the City's procurement of necessary goods and/or services. The City Manager's decision, made after the issuance of an RFP, to utilize this alternative appeal procedure shall be communicated to all proposers prior to or contemporaneously with the provision of the report of the evaluation and selection committee and Notice of Intent to Award.

(b) City Manager or Hearing Officer to Review Proposer's Objections; Hearing Optional.

Upon the timely filing of a written objection by an aggrieved proposer as above provided, the City Manager shall review such objection and determine if a hearing will be held to assist in determining the appeal. The City Manager shall likewise determine if the appeal will be determined by the City Manager or if it will be determined by an appeal officer selected by the City Manager. If the City Manager decides that the appeal will be decided pursuant to an appeal hearing, the City Manager shall set the time, date, and place of a hearing on such objection, and shall cause written notification of the hearing to be provided to the appealing proposer and all proposers. The City Manager may set for hearing at the same time, date, and place the objections of two or more proposers. Upon the request of an objecting proposer, the hearing may for good cause shown be rescheduled, provided that the hearing is held not more than 10 days after the filing of the written objection. In the appeal, the burden of persuasion shall be upon the appealing proposer. If a hearing is held, the appealing proposer shall be required to present its evidence first, and shall be entitled to examine the chair of the evaluation and selection committee, or such other member as may then be available. The hearing shall be electronically recorded, and upon the prior approval of the City Manager or appeal officer, the appealing proposer may at its expense cause the proceedings to be reported and transcribed. A transcription of the proceedings shall be made available to the City at no cost. For purposes of

this appeal provision, the Deputy City Manager may act in the absence or unavailability of the City Manager.

(c) Report of City Manager or Hearing Officer to City Council and to Appealing Proposer

Upon completing the review of the appealing proposer's written objection, or upon the conclusion of the hearing, the City Manager or the designated hearing officer shall make a written report setting forth the determination of the appeal. All objections made by the appealing proposer shall either be affirmed or overruled. The report shall immediately be forwarded to the appealing proposer.

If an appealing proposer's objection is affirmed, the City Manager or hearing officer shall reject the recommendation of the evaluation and selection committee, and shall direct the committee to reconvene to reevaluate the proposals submitted in response to the RFP. In conducting its reevaluation, the committee shall consider all objections affirmed by the City Manager or hearing officer. Upon completing its reevaluation, the committee shall make a written report of its determination and recommendation as the selection of the best proposal, and shall file the report with the City Manager and mail same to competing proposers. Such determination and recommendation shall be subject to appeal as herein provided.

If an appealing proposer's objection is overruled, the City Manager's or hearing officer's report shall be forwarded to the City Council, and the appealing proposer and all competing proposers shall be given written notification of the date of the Council meeting at which said report and the recommendation of the evaluation and selection committee will be considered by the City Council.

(d) City Council's Consideration of City Manager's / Hearing Officer's Report and of the Appealing Proposer's Objections.

When the City Manager's or hearing officer's report comes before the City Council for consideration, the City Council may affirm or overrule the findings and determination of the City Manager or appeal officer as set forth in said report. The City Council may, in its discretion, hear presentations by the appealing proposer and by competing proposers with respect to the appealing proposer's objections, and with respect to the findings and determination of the City Manager or hearing officer. If the City Council agrees to hear such presentations, it may limit the length of such presentations, and all proposers will be given an equal opportunity to speak. The City Council's decision shall be considered final.

If the City Council votes to overrule the report of the City Manager or hearing officer, the recommendation of the evaluation and selection committee shall be considered rejected, and the City Council may direct the committee shall reconvene to reevaluate the proposals submitted in response to the RFP, or the City Council may award the contract as it determines appropriate.

If the City Council votes to affirm the report of the City Manager or hearing officer, it shall then take up and consider the recommendation of the evaluation and selection committee.

(e) The City Council's decision shall be considered final.

15. City Council Consideration of Evaluation and Selection Committee Recommendation as to Best Proposal - Opportunity for Input by the Public.

When the evaluation and selection committee's recommendation comes before the City Council for consideration, the City Council may request that the proposer whose proposal is recommended for selection appear before the Council to give a presentation or to answer questions regarding its proposal. Competing proposers will not be allowed to speak at that time unless a prior request has been made by such a proposer and permission to speak granted by the Mayor, or unless a City Council member requests that the competing proposer be allowed to speak and the Council consents to such request. Members of the public may likewise be allowed to speak regarding the selected proposal.

16. Rejection Of Proposals.

The City reserves the right to reject any or all proposals in whole or in part received in response to the RFP. The City will not pay for any information requested in the RFP, nor is it liable for any cost incurred by a proposer in responding to the RFP.

17. City Council Selection of Best Proposal and Authorization to Execute Contract with Successful Proposer - Notification of Successful Proposer.

The City Council will by resolution approve the proposal which it selects as the best proposal and authorize execution of a contract, either by the Mayor or by the City Manager. Upon the City Council's approval of the proposal, the Procurement Administrator will give notice advising the proposer whose proposal was selected (hereafter the "successful proposer") what actions must be taken to complete the formation of the contract.

18. Insurance and Indemnity Requirements (See Attachment)

The successful proposer will, in its contract with the City, be required to agree to defend, pay on behalf of, indemnify, and hold harmless the City of Des Moines, Iowa, its elected and appointed officials, employees and volunteers and others working on behalf of the City, as more particularly provided in Attachment 2 hereto. The successful proposer will also be required to obtain and maintain in continuous effect during the term of its contract with the City, and while any of its obligations under said contract remain unsatisfied, the insurance coverages set forth in Attachment 2 hereto, with amounts, coverages, limits, exclusions, and endorsements as therein provided.

19. Not Used

20. Formation of Contract.

Contract to be Negotiated and Executed Upon Selection by Evaluation and Selection Committee or Council Selection of Best Proposal / Designation of Successful Proposer.

(a) Finalization of Contract Terms Subject to Negotiation.

At the option of the department, upon issuance of the Notice of Intent to Award or upon City Council approval of the recommendation of the evaluation and selection committee and authorization to execute the contract, the

selected/successful proposer shall be required to immediately commence negotiations to conclude a contract with the City for the provision of the (goods)(services) proposed in response to the RFP. Only those terms identified as negotiable in the RFP shall be subject to negotiation.

(b) Submission of Evidence of Insurance by Successful Proposer

Upon City Council approval of the recommendation of the evaluation and selection committee, and authorization to execute the contract, the successful proposer shall submit a certificate or certificates of insurance evidencing insurance coverages of the type and amount, and with the endorsements, required by Attachment 2, "Indemnity and Insurance".

(c) Execution of Contract by Successful Proposer.

Upon the successful conclusion of contract negotiations by the City and successful proposer, and/or upon the City's completion of a form of contract incorporating the terms of proposal submitted by the successful proposer in its RFP, the successful proposer shall be required to execute the contract and return it to the City within the time specified by the City. The contract must be executed by the successful proposer if an individual, or by the authorized representative or representatives of any partnership or corporation making or joining in the proposal, and all signatures must be notarized.

(d) Execution of Contract by the City.

Upon the Risk Manager's approval of the evidence of insurance submitted by the successful proposer, and upon the Legal Department's approval of the form of contract executed by the proposer, the Mayor or City Manager will execute the contract as directed by the City Council, and the City Clerk will attest the signature of the Mayor or City Manager.

(e) Successful Proposer's Failure to Execute Contract or to Submit Required Insurance.

The successful proposer's refusal to negotiate contract terms as provided in the RFP, or its refusal to limit negotiations to the terms identified in the RFP, shall be considered a default by the proposer and shall be grounds for forfeiture of the proposer's proposal bond and rejection of proposer's proposal. The successful proposer's failure to submit an insurance certificate or certificates evidencing required insurance coverages, shall be considered a default by the proposer and shall be grounds for rejection of proposer's proposal.

21. Proposal Obligations.

The contents of this RFP, of a proposal submitted in response thereto, and of the City's official response to a question, objection, or request for clarification or interpretation regarding the RFP, and of any exception to the RFP submitted by the successful proposer and accepted by the City, shall become part of the contractual obligation and shall be deemed incorporated by reference into the ensuing contract.

22. Disposition of Proposals.

All proposals submitted in response to the RFP become the property of the City and will not be returned to unsuccessful proposers.

23. Assignment of Contract Prohibited Unless Approved in Writing by the City.

No contract awarded pursuant to RFP shall be assignable by the successful proposer without the written consent of the City Manager.

24. Statutes and Rules.

Chapter 2, Municipal Code of the City of Des Moines, contains policies and procedures for procurement under which this request for proposal is issued. The terms and conditions of this bid or request for proposal, the resulting contract or purchase order or activities based upon this bid or request for proposal shall be construed in accordance with the laws of Iowa. Where statutes and regulations of the United States Government are referenced herein, they shall apply to this request for proposal and resulting purchase order or contract. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interests of the City of Des Moines.

25. Attachments.

- (a) Attachment 1: Non-Collusion Affidavit
- (b) Attachment 2: Insurance and Indemnity / Endorsements
- (c) Attachment 3: Proposer's Certification Regarding Insurance
Certification of Proposer's Insurance Agent Regarding
Proposer's Ability to Obtain Required Insurance Coverages

II. GENERAL TERMS AND CONDITIONS

1. EXCLUSIVE CONTRACT

The contract which results from this Request for Proposals constitutes the exclusive contract between the parties and incorporates the provisions of these terms and conditions, and supersedes any previous agreements or contracts, either written or oral. The terms and conditions hereof may not be altered without prior written consent of both parties.

2. REMEDIES UPON DEFAULT

In any case where the proposer has failed to deliver or has delivered non-conforming goods or services, the Procurement Division shall provide a cure notice by mail, FAX, or e-mail. If after notice the proposer continues to be in default, the Procurement Division may procure goods or services in substitution from another source and charge the difference between the contracted price and the market price to the defaulting proposer.

3. ACTS OF GOD

Proposer shall not be considered to be in default under this contract if performance is delayed or made impossible by an act of God, floods, fires, strikes, and similar events; but in each such case, the delay or impossibility must be beyond the control and without the fault or negligence of proposer. It shall be the responsibility of the proposer to promptly advise the Purchasing Division of the delay. The City may elect to cancel all orders on file with the proposer and place the order with another proposer.

4. SUBCONTRACTORS

Successful proposers shall be responsible for all acts and performance of any subcontractor or secondary supplier that the successful proposer may engage for the completion of any contract with the city. A delay that results from a subcontractor's conduct, negligence or failure to perform shall not exempt the proposer from default remedies. The successful proposer shall be responsible for payment to all subcontractors or secondary suppliers.

5. TERMINATION DUE TO NON-APPROPRIATION

Notwithstanding any other provisions of this contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the City to appropriate funds, or due to discontinuance or material alteration of the program for which funds were provided, then the City shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding, discontinuance or program alteration.

6. IMMUNITY OF CITY, STATE AND FEDERAL AGENCIES

Proposer shall defend, indemnify, and hold harmless the City, its officers, employees and agents, and any State or Federal funding source for City from liability arising from proposer's performance or attempted performance of this contract and proposer's activities with subcontractors and all other third parties.

7. DELIVERY AND ACCEPTANCE

When an award has been made to a proposer and the official purchase order issued and received by the proposer, deliveries are to be made in the following manner:

1. Deliveries are to be made only to the point specified on the official purchase order. If delivery is made to any other point it shall be the responsibility of the proposer to promptly reship to the correct location. Failure to deliver procured goods on time may result in cancellation of an order or termination of a contract at the option of the City.
2. All delivery charges shall be to the account of the proposer. If not, they must be prepaid and added to the invoice.
3. The nature of any rejections of a shipment, based on apparent deficiencies disclosed by ordinary methods of inspection, will be given by the receiving department to the proposer and carrier within a reasonable time after delivery of the item, with a copy of this notice to the Purchasing Division. Notice of latent deficiencies which would make items unsatisfactory for the purpose intended may be given by the City at any time after acceptance.
4. The proposer must remove at the proposer's expense any item rejected by the City. If the proposer fails to remove that rejected item the City may dispose of the item by offering the same for sale, deduct any accrued expense and remit the balance to the proposer.
5. Laboratory analysis of an item or other means of testing may be required after delivery. In such cases, proposers will be notified in writing that a special test is being made and that payment will be withheld until completion of the testing process.

8. ASSIGNMENT

Proposers may not assign contracts or purchase orders to any party (including financial institutions) without written permission of the City Manager or his/her designee.

9. ANTI-TRUST ASSIGNMENT

For good cause and as consideration for submitting a proposal, the proposer, through its duly authorized agent, conveys, sells assigns, and transfers to the City all right, title, and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States and the State of Iowa, relating to the particular goods or services purchased or acquired by City pursuant to the RFP.

10. TITLE TO GOODS

Proposer warrants that the goods procured pursuant to the RFP are free from all liens, claims or encumbrances.

11. INDEMNIFICATION

To the extent the goods procured pursuant to the RFP are not manufactured in accordance with the City's design or specification, the successful proposer shall defend, indemnify and hold harmless the City and the City's assignees, and other users of the goods, from and against any claim of infringement of any Patent, Trade Name, Trademark, Copyright, or Trade Secret by reason of sale or use of any articles purchased hereunder. The City shall promptly notify the successful proposer of any such claim.

12. MISCELLANEOUS

This contract shall be interpreted in accordance with the laws of the State of Iowa, and any action relating to the contract shall only be commenced in the Polk County, Iowa, District Court or the United State District Court for the Southern District of Iowa. If any provision of this contract is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

13. NON-DISCRIMINATION

Proposer acknowledges and agrees:

- To comply with the Equal Employment Opportunity Program included in the City of Des Moines Contract Compliance Program, which is available at http://cdm/departments/ENG/Bid_Information/index.htm or from the City Engineer's Office.
- To comply with any and all applicable provisions of the Des Moines Human Rights Ordinance, Chapter 62 of the Des Moines Municipal Code.
- Not to discriminate against any employees or applicants for employment on the basis of age, race, religion, creed, color, sex, sexual orientation, national origin, ancestry or disability.
- To include this provision in all agreements associated with this procurement.

14. WARRANTY

The proposer expressly warrants that all goods supplied shall be merchantable within the meaning of Article 2-314(2) of the Uniform Commercial Code in effect on the date of the bid or proposal in the City of Des Moines, Iowa. Additionally, the goods shall conform to

specifications, drawings, and other descriptions and shall be free from defects in materials and workmanship.

15. CHEMICALS

OSHA 1910.1200, Chapter 89B of the Iowa Code, and 875 Iowa Administrative Code, Chapter 110, Sec. 110.5, require employers to maintain Material Safety Data Sheets (MSDS) for all chemical-containing products to which its employees are exposed. To ensure City of Des Moines employees have access to the most current MSD, the City requires the most recent MSDS accompany each delivery of a chemical-containing product purchased by the City of Des Moines or its authorized agent. IF there is a question concerning whether a MSDS is needed for a particular product, contact the City's Human Resources/Safety office at (515) 283-4213. Chemical-containing products include certain office supplies such as "white out", toner, etc.

16. COMPLIANCE WITH ALL APPLICABLE LAWS

All goods and/or services shall be provided in compliance with all applicable federal, state, and local laws and regulations. The proposer expressly warrants and guarantees that the goods and/or services provided do not violate the rights of third parties, including without limitation, copyright, trademark, patent or other intellectual property rights or interests.

ATTACHMENT 1
NON-COLLUSION AFFIDAVIT

The Proposer hereby certifies:

1. That this proposal is not affected by, contingent on, or dependent on any other proposal submitted for any improvement in the City of Des Moines, Iowa; and
2. That no individual employed by the Proposer was paid or will be paid by any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
3. That no part of the compensation to be received by the Proposer was paid or will be paid to any person, corporation, firm, association, or other organization for soliciting the bid, other than the payment of their normal compensation to persons regularly employed by the Proposer whose services in connection with the making of this proposal were in the regular course of their duties for the Proposer; and
4. That this proposal is genuine and not collusive or sham; that the Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other proposer or person, to put in a sham proposal or to refrain from making a proposal, and has not in any manner, directly or indirectly, sought, by agreement or collusion, or communication or conference, with any person, to fix the proposal price of Proposer or of any other Proposer, or to otherwise restrain freedom of competition, and that all statements in this proposal are true; and
5. That the individual(s) executing this proposal have the authority to execute this proposal on behalf of the Proposer.

Proposer

Signature

By _____
Name (Print/Type)

Title

Street Address

City, State, Zip Code

ATTACHMENT 2

INSURANCE AND INDEMNIFICATION REQUIREMENTS

1. GENERAL

The CONTRACTOR shall purchase and maintain insurance, as specified below, to protect the CONTRACTOR and the City of Des Moines, Iowa throughout the duration of the Agreement. Said insurance shall be provided by an insurance company(ies), "admitted" and "nonadmitted" to do business in the State of Iowa, having *no less than an A.M Best rating of "B+"*. All policies shall be written on a per occurrence basis, unless otherwise approved by the City, and in form and amounts and with companies satisfactory to the City of Des Moines. *Certificates of insurance confirming adequate insurance coverage shall be submitted to the City prior to contract execution or commencement use or occupancy of City premises.*

The City of Des Moines, Iowa hereby reserves the right to revise and enforce the requirements in this Attachment over the term of this Agreement but only after providing LESSEE at least sixty (60) days advance written notification of any such change.

2. INSURANCE REQUIREMENTS

A. WORKER'S COMPENSATION & EMPLOYER'S LIABILITY INSURANCE: The CONTRACTOR shall procure and maintain during the life of this Agreement, Worker's Compensation Insurance, including *Employer's Liability Coverage*, in accordance with all applicable statutes of the State of Iowa. The coverage limits shall include \$500,000 each accident for Bodily Injury by Accident, \$500,000 each accident for Bodily Injury by Disease, and \$500,000 policy limit for Bodily Injury by Disease.

B. COMMERCIAL GENERAL LIABILITY INSURANCE: The CONTRACTOR shall procure and maintain during the life of this Agreement, Commercial General Liability insurance on a per occurrence basis with limits of liability not less than \$2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (a) Contractual Liability, (b) Premises and Operations, (c) Products and Completed Operations, (d) Independent Contractors Coverage, (e) Personal and Advertising Injury and (f) deletion of Explosion, Collapse and Underground (XCU), where applicable. *Coverage shall be no less comprehensive and no more restrictive than the coverage provided by a standard ISO form Commercial General Liability Policy CG 0001 with standard exclusions or any subsequent ISO equivalent or a non-ISO equivalent form. Any additional exclusions shall be submitted with the Certificate of insurance and shall be subject to the review and approval of the City. The policy shall be endorsed to provide an Aggregate Per Location Endorsement and its inclusion shall be indicated on the Certificate of Insurance.*

C. AUTOMOBILE LIABILITY INSURANCE: The CONTRACTOR shall procure and maintain during the life of this Agreement, Automobile Liability Insurance with limits of liability of not less than \$2,000,000 per occurrence combined single limit including Bodily Injury and Property Damage. *Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.*

D. UMBRELLA/EXCESS INSURANCE: The coverages specified in B and C above may be satisfied with a combination of primary and Umbrella/Excess Insurance. *If Umbrella/Excess Liability Insurance does not follow form of primary policies, the Umbrella/Excess Liability Insurance policy shall include the same endorsements as required on the primary policy(ies). Any exclusions that do not follow the form of the primary policy(ies) required above must be submitted with the Certificate(s) of Insurance.*

E. PROPERTY INSURANCE: CONTRACTOR shall procure and maintain during the life of the Agreement, Property Insurance in a form at least as broad as the standard Insurance Services Office special cause of loss form, covering all structural and other insurable improvements on the golf course. CONTRACTOR shall also insure all fixtures, furnishings, and other contents essential to the CONTRACTOR performing its normal business functions. The property insurance policy shall be written on a replacement cost basis and the total replacement cost of the covered property shall be increased annually. The policy shall also include Business Interruption and Extra Expense coverage adequate to cover what the CONTRACTOR estimates to be six (6) months of normal golf course operations. To cover the City's insurable interest, the City shall be named as a Loss Payee on CONTRACTOR's Property Insurance policy and any loss of \$10,000 or more shall be adjusted with both the CONTRACTOR and the City.

F. RESPONSIBILITY FOR OTHER LOSSES: The CONTRACTOR shall assume during the life of this Agreement, full responsibility for all loss or damage from any cause whatsoever to any property brought onto City property that is owned or rented by the CONTRACTOR, or any of the CONTRACTOR's employees, agents, subcontractors, suppliers or their employees, to the extent that such property is utilized in carrying out the provisions of this Agreement. The CONTRACTOR shall cause its insurance carrier(s) providing physical damage insurance to the CONTRACTOR to provide a waiver of right of subrogation against the City of Des Moines, Iowa.

G. SUBCONTRACTORS: The CONTRACTOR shall require that any of its agents and subcontractors who perform work and/or services pursuant to the provisions of this contract meet *similar insurance requirements as are required of the CONTRACTOR.*

H. ADDITIONAL INSURED & GOVERNMENTAL IMMUNITY: The insurance policies specified in requirements 2.B. and 2.C. above shall include the manuscripted City of Des Moines, Iowa Additional Insured Endorsement (or its pre-printed ISO/Non-ISO equivalent). The insurance policies specified in requirements 2.B. and 2.C. above shall also include the manuscripted City of Des Moines, Iowa Governmental Immunities Endorsement (no ISO/Non-ISO substitute language acceptable). A copy of the City's endorsement language is included in Exhibit 1.

I, CANCELLATION AND NON-RENEWAL NOTICE: The insurance policies specified in requirements 2.A. through 2.F. above shall include the manuscripted City of Des Moines,

Iowa Cancellation & Nonrenewal Endorsement (or its pre-printed ISO/Non-ISO equivalent) which provides for notice being given to the Additional Insured. A copy of the City's endorsement language is included in Exhibit 1.

J. PROOF OF INSURANCE: The CONTRACTOR shall submit to the City of Des Moines, Iowa a Certificate(s) of Insurance evidencing compliance all required insurance coverage and waivers of subrogation as specified in requirements 2.A. through 2.E. and 2.H. and 2.I. above and 4. below. The Certificate(s) of Insurance shall specify under "Description of Operations/ Locations/ Vehicle/Special Items": (1) the title of the contract and (2) the following statement: *"As required by contract, Additional Insured, Governmental Immunities and Cancellation and Nonrenewal endorsements have been included on the above policies as per the attached endorsements and/or policy language "* The endorsements/policy language shall be attached to the Certificate(s) of Insurance so as to evidence their inclusion in the coverages required. The CONTRACTOR agrees that no disclaimer or otherwise that is included in or attached to the CONTRACTOR'S insurance policy(ies) or Certificate(s) of Insurance shall modify, nullify, or void the endorsements or policy requirements made by the City of Des Moines, Iowa of the CONTRACTOR.

3. INDEMNIFICATION REQUIREMENTS

A. INDEMNIFICATION (HOLD HARMLESS) PROVISION:

For purposes of this section, City shall mean the City of Des Moines, Iowa, its elected and appointed officials, employees, volunteers and others working on behalf of the City of Des Moines. To the fullest extent permitted by law, CONTRACTOR agrees to defend, pay on behalf of, indemnify, and hold harmless the City against any and all claims, demands, suits, damages or losses, together with any and all outlay and expense connected therewith, including but not limited to attorneys' fees and court costs, that may be asserted or claimed against, recovered from or suffered by the City by reason of any injury or loss, including, but not limited to, personal injury, including bodily injury or death, property damage, including loss of use thereof, and economic damages arising out of or in any way connected or associated with *CONTRACTOR'S use or occupancy of the City's golf course and/or work or activities performed by CONTRACTOR pursuant to the provisions of this Agreement.*

CONTRACTOR'S obligation to indemnify the City contained in this Agreement is not limited by the amount or type of damages, compensation or benefits payable under any workers' compensation acts, disability benefit acts, or other employee benefit acts.

The City shall not be liable or in any way responsible for any injury, damage, liability, claim, loss or expense incurred by CONTRACTOR, its officers, employees, subcontractors, and others affiliated with CONTRACTOR, arising out of or in any way connected or associated with *CONTRACTOR'S use or occupancy of the City's golf course and/or work or activities performed by the CONTRACTOR pursuant to the provisions of this Agreement*, except for and only to the extent caused by the negligence of the City of Des Moines, Iowa.

CONTRACTOR expressly assumes full responsibility for any and all damages to City Property arising out of or in any way connected or associated with CONTRACTOR'S use or

occupancy of the City's golf course and/or work or activities performed by CONTRACTOR pursuant to the provisions of this Agreement including, but not limited to, the activities of CONTRACTOR, its officers, employees, subcontractors, and others affiliated with CONTRACTOR.

CONTRACTOR shall ensure that its activities on Leased Premises will be performed and supervised by adequately trained and qualified personnel and CONTRACTOR will observe, and cause its officers, employees, subcontractors and others affiliated with CONTRACTOR to observe all applicable safety rules.

4. WAIVER OF SUBROGATION

A. WAIVER OF SUBROGATION: To the fullest extent permitted by law, CONTRACTOR hereby releases the City, its elected and appointed officials, its agents, employees and volunteers and others working on its behalf from and against any and all liability or responsibility to the CONTRACTOR or anyone claiming through or under the CONTRACTOR by way of subrogation or otherwise, for any loss without regard to the fault of the City or the type of loss involved, including loss due to occupational injury. This provision shall be applicable and in full force and effect only with respect to loss or damage occurring during the time of this Contract. The CONTRACTOR's policies of insurance shall contain a clause or endorsement to the effect that such releases shall not adversely affect or impair such policies or prejudice the right of the CONTRACTOR to recover thereunder.

5. ENDORSEMENTS

The City's required Additional Insured, Governmental Immunities and Cancellation and Material Change Endorsements are attached. The Aggregate Per Location Endorsement required on commercial general liability insurance may be a standard Insurance Service Office form acceptable to the City.

**ENDORSEMENTS
CITY OF DES MOINES, IOWA**

ADDITIONAL INSURED ENDORSEMENT

The City of Des Moines, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as Additional Insureds. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.

GOVERNMENTAL IMMUNITIES ENDORSEMENT
(For use when including the City as an Additional Insured)

1. Nonwaiver of Governmental Immunity. The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Des Moines, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Des Moines, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. Claims Coverage. The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
3. Assertion of Government Immunity. The City of Des Moines, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier.
4. Non-Denial of Coverage. The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Des ' Moines, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Des Moines, Iowa.
5. No Other Change in Policy. The insurance carrier and the City of Des Moines, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

CANCELLATION AND NONRENEWAL ENDORSEMENT

Thirty (30) days Advance Written Notice of Cancellation, ten (10) days Written Notification of Cancellation due to non-payment of premium and forty-five (45) days Advance Written Notification of Non-Renewal shall be sent to: Real Estate Division, City of Des Moines, City Hall, 400 Robert D Ray Drive, Des Moines, Iowa 50309. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

ATTACHMENT 3

**CERTIFICATION OF PROPOSER'S INSURANCE AGENT REGARDING
PROPOSER'S ABILITY TO OBTAIN REQUIRED INSURANCE COVERAGE**

I hereby certify that my client, as identified below, will be able to meet all of the insurance requirements of Attachment 2, has been advised of any additional costs associated with doing so, and has agreed to obtain such coverages if selected as the successful proposer of the RFP to which my client has responded:

Legal Name of Proposer:

Name/Address/Phone/FAX # of Insurance Agency:

Phone _____ FAX _____

Name of Agent/Broker (Print):

Signature of Agent/Broker:

Date of Signature: _____

Signature and stamp of Notary Republic
