



**REQUEST FOR BID
EXCAVATOR RENTAL – BID #1009-089
CITY OF CEDAR RAPIDS, IOWA – WATER DISTRIBUTION DIVISION
OCTOBER 22, 2009**

SCOPE OF WORK

You are invited to submit a bid for the rental of a long front excavator for the period of January 4, 2010 through February 12, 2010 as requested by the City of Cedar Rapids Water Distribution Division. The excavator shall have a 55-foot reach lift, a minimum bucket capacity of .95 cubic yards and an engine block heater. The excavator will be used for the removal of sludge from storage lagoons.

The awarded Contractor will be required to sign the Equipment Rental Master Agreement (sample copy enclosed) prior to the renting of equipment.

Sealed bids must be received at City Hall (date and time stamped) by Wednesday, November 4, 2009 at 11:00 a.m. (our clock), Central Standard Time, in order to be considered. **If you wish to bid, please submit your sealed submittal, in a mailing container or envelope which is plainly marked on the outside with the notation 'SEALED BID ENCLOSED – EXCAVATOR RENTAL' due on November 4, 2009 at 11:00 a.m.** City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Bids sent via e-mail or facsimile will **not** be accepted.

Name of the Bid	Excavator Rental
Deadline for Questions	Friday, October 30, 2009 at 11:00 a.m. CDT
Deadline for Bid Submittal	Wednesday, November 4, 2009 at 11:00 a.m. CST
Bids Shall Be Submitted To	Sealed Bid – Excavator Rental City Hall 3851 River Ridge Dr. NE Cedar Rapids, IA 52402

INSTRUCTIONS TO BIDDERS

Method of Submittal	Mail, Delivery Service, In Person Fax and e-mail bids are <u>not</u> acceptable.
Submittal Documents Required	Bid Submittal Form, Signature Page
Contact Person, Title	Rebecca Johnson, CPPB, Purchasing Agent
E-mail Address	r.johnson2@cedar-rapids.org
Phone/ Fax Numbers	Phone: 319-286-5062 Fax: 319-286-5130

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. Similarly, the City is not responsible for, and will not open, any bid responses which are received later than the date and time stated above. Late bids shall not be considered and shall be returned to the late bidder unopened.

Any questions about the meaning, the intent or the specifications 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. FAX or E-Mail all questions to Rebecca Johnson in the Purchasing Services Division (fax and 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 (page 3).

The ONLY official position of the City is that position which is stated in writing and issued by the Purchasing Services Division. 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.

TIE BIDS

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

RENTAL TERMS AND CONDITIONS

Terms and conditions of rentals shall be as set forth in the attached City of Cedar Rapids Equipment Rental Master Agreement. The Rental Master Agreement must be executed between the equipment supplier and the City of Cedar Rapids prior to renting to the City. No other agreement will be executed for rental equipment. The Supplier may require a signed receipt, verifying actual delivery of rental equipment.

OWNERSHIP, TRANSPORTATION AND TAXES

The rental supplier shall own listed equipment. All transportation fees to and from the Cedar Rapids Water Distribution location (707 J Ave NE, Cedar Rapids, IA 52402) must be clearly noted on the bid form. All taxes and fees are the responsibility of the supplier.

TERM OF PAYMENT

The City's procurement card program allows authorized City employees to purchase goods and services using a MasterCard. Please indicate on the Signature Page whether or not your company will accept payment by MasterCard.

Rental fees authorized under this contract that are not charged to the City MasterCard will be paid for upon receipt of an original invoice within thirty (30) days. **The invoice must clearly state the city department name (Water Distribution) and contact person (Dennis Meyers).**

Billing Address: City of Cedar Rapids Finance Department
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402

SURCHARGES

Surcharges (i.e. fuel surcharges, restocking fees) shall NOT be allowed to be added to invoices as an additional line item.

INSURANCE

The city is self-insured and will provide a certificate of self-insurance to the awarded bidder.

**BID SUBMITTAL FORM – SIGNATURE PAGE
RENTAL OF LONG FRONT EXCAVATOR**

Delivery - Supplier shall be responsible for transporting equipment to and from the designated delivery location, which is the CR Water Distribution facility, located at 707 J Street NE, Cedar Rapids, IA. State below the flat rate transportation fee, if applicable. If there is no transportation fee, please state \$0.00.

	Lump Sum
RENTAL FEE, Long Front Excavator as described on page 1 for a period of January 4, 2010 through February 12, 2010:	\$ _____
TRANSPORTATION FEE, if applicable – Lump sum both ways:	\$ _____

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: _____
 City: _____ State: _____ Zip: _____
 Authorized Representative (print): _____ Title: _____
 Authorized Signature: _____
 Date: _____ E-mail: _____
 Phone # () _____ Fax # () _____

EXCEPTIONS/DEVIATIONS to this Request for Bid shall 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.

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.

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: _____

PAYMENT METHOD

Do you accept MasterCard for payment of purchases? Yes No

QUICK PAY DISCOUNT

If you provide a discount for quick payment, please state the discount and terms: _____ % _____ days

Does this discount apply to payments made by MasterCard? Yes No

We choose not to bid at this time but would like to be considered for future requests for bid.



**City of Cedar Rapids
Equipment Rental Agreement
Long Front Excavator for Cedar Rapids Water Department**

This rental agreement, dated as indicated at the end of the agreement, is between _____ (Supplier) and the City of Cedar Rapids, Iowa (City), a municipal corporation existing under the laws of the State of Iowa, 3851 River Ridge Dr. NE, Cedar Rapids, Iowa 52404, is as follows:

1.0 Agreement to Rent

Supplier agrees to rent to City, and City agrees to rent from Supplier, one long front excavator with a 55-foot reach lift, a minimum bucket capacity of .95 cubic yards and an engine block heater.

2.0 Entire Agreement

This writing, together with the specifications contained in the current Equipment Rental Bid constitutes the entire agreement between the parties, their officers, employees, agents and assigns and supersedes all prior agreements, understandings, warranties or promises between the parties hereto, whether written, spoken or implied from the conduct of the parties hereto.

3.0 Delivery

The Supplier shall be responsible for delivering equipment to the designated delivery location and assumes all responsibilities and costs up to the point of delivery and acceptance by the City. The Supplier may require a signed receipt, verifying actual delivery of rental equipment. At the end of the rental, the equipment will be returned to the delivery location, for pickup by the Supplier.

4.0 Commencement and Term of Rental

The obligations of the City under this rental shall commence on the day equipment is delivered and accepted by the City of Cedar Rapids. The term of the rental shall be January 4, 2010 through February 12, 2010. The City has the right to terminate a rental under this agreement at any time if the equipment fails to perform as intended.

5.0 Rental Payments

City may not deduct any amount or reduce any payment for any reason except for failure of the equipment to operate as intended unless the Supplier has agreed to a reduction. Payments are due within 30 days of receipt of invoice by the City of Cedar Rapids department renting the equipment.

6.0 Location and Inspection of Equipment

The equipment will be used for the removal of sludge from storage lagoons located at the east side well field near Mohawk Park. Supplier's representative may inspect rental equipment, on location, at any reasonable time and may remove equipment from service, if required, for repair or maintenance, provided that replacement equipment of equal or greater quality and capability is made available to the City at no additional charge while the original equipment is being serviced or repaired.

7.0 Maintenance and Use of Equipment

The City agrees, at the City's expense, to maintain and return the equipment in the same condition as when delivered to it by the Supplier, ordinary wear and tear excepted. City agrees to use the equipment in the manner intended.

8.0 Liability

To the extent permitted by law, the City assumes all liability for and agrees to hold Supplier and its assigns harmless from injuries or death to persons and damage to property arising out of the City's use, possession, or transportation of the equipment except such liability or property damage arising as a result of the negligence of Supplier and its assigns.

9.0 Assignment

Supplier may not assign this Rental Agreement or any right, title, or interest of Supplier in any equipment rented under this agreement or any sums due from City for such rentals without the written consent of the City. City may not assign this Rental Agreement without the written consent of the Supplier.

10.0 Ownership

This is a rental agreement. The equipment is and shall remain the property of the Supplier during the rental period.

11.0 Non-appropriation of Funds

City reasonably believes that it will have a need for equipment rented for the duration of rental terms negotiated under this agreement and that funds will be available and appropriated to make all rental payments during those terms.

12.0 Disclaimer of Warranties

City acknowledges that the Supplier is not the manufacturer of the equipment or the manufacturer or vendor's agent. Accordingly, with the exception of express warranties made by the Supplier to City, all warranties, whether they be expressed or implied, specifically including, but not limited to, the warranties of merchantability and fitness for a particular purpose are excluded.

13.0 Insurance

City is self-insured in accordance with the laws of the State of Iowa. The City also self-insures the first layer of physical damage to its rented and borrowed equipment per occurrence. A certificate of self-insurance will be sent to Supplier upon award of bid.

14.0 Choice of Law

This rental shall be considered to have been made in the State of Iowa and shall be interpreted in accordance with the laws of the State of Iowa. Supplier agrees to jurisdiction in Iowa in case of any action, suit or proceeding arising out of this rental. Supplier acknowledges transacting business in Iowa by entering into this rental, and that the jurisdiction, choices of law and venue provisions of this rental are specifically terms of this rental.

15.0 Severability

In the event any covenant, condition or provision of this Agreement is held to be invalid by final judgment of any court of competent jurisdiction, the invalidity of such covenant, condition or provision shall not in any way affect any of the other covenants, conditions or provisions of this Agreement, provided that the invalidity of any such covenant, condition or provision does not materially prejudice either Supplier or City in his or its respective rights and obligations under the valid covenants, conditions or provisions of this Agreement.

16.0 Cumulative Rights

All remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of, or exclusive of, each other or of any other remedy available to the City, or Contractor, at law or in equity, and the exercise of any remedy, or the existence herein of other remedies or indemnities shall not prevent the exercise of any other remedy.

17.0 Non-Waiver

The failure by either party to exercise any right or rights accruing to it by virtue of the breach of any covenant, condition or agreement herein by the other party shall not operate as a waiver of the exercise of such right or rights in the event of any subsequent breach by such other party, nor shall such other party be relieved thereby from its obligations under the terms hereof.

18.0 Benefits

This Agreement is made for the sole and exclusive benefit of the City and Supplier, their successors and assigns, and is not made for the benefit of any third party.

19.0 Construction

In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any party hereto on the basis that such party did or did not author the same.

20.0 Successors and Assigns

All covenants, stipulations and agreements in this Agreement shall extend to and bind each party hereto, its legal representatives, successors and assigns.

21.0 City Contact Persons

After award of this agreement, the City contact persons are:

Dennis Meyers,
Water Distribution System Supervisor
Phone: 286-5960 or cell 521-5755
Fax: 286-5961
E-mail: d.meyers@cedar-rapids.org

Bill Miller,
Water Distribution System Manager
Phone: 286-5967 or cell 521-5748
Fax: 286-5961
E-mail: w.miller@cedar-rapids.org

Supplier:

Company Name: _____
Street: _____
City: _____
Zip: _____
Phone/Fax: _____

By: _____
Print Name: _____
Title: _____
Date: _____

City:

City of Cedar Rapids
3851 River Ridge Dr. NE
Cedar Rapids, IA
52402
319-286-5062/FAX 319-286-5130

By: _____
James Prosser
City Manager
Date: _____