



**REQUEST FOR BID
6' OUT-FRONT MOWERS – BID #0809-045
CITY OF CEDAR RAPIDS, IOWA – FLEET SERVICES DIVISION
AUGUST 18, 2009**

SCOPE OF WORK

You are invited to submit a bid for the purchase and delivery of two (2) six-foot out-front zero turn mowers as requested by the City of Cedar Rapids Fleet Services Division. The mowers supplied shall be equipped as described in the manufacturer's published literature. Mowers shall be new, unused and equipped as described in the specifications listed on pages 5 and 6. Supplier shall not alter the mower to meet the specifications. Demonstrator models will not be accepted. Bidders shall submit a base price for each mower less any government discounts available. Prices shall include cost of unit, inspection fees, and freight (shipping) fees for delivery of the mowers.

Bids previously submitted for out-front mowers in response to Request for Bid #0709-015 will not be considered in response to this request. Sealed bids must be re-submitted.

Be advised that any conversations (in reference to this bid) between bidders and any City employee, outside of the Purchasing Services Division, during the entire competitive bidding process is strictly prohibited. Such actions will result in removal of the vendor from the bidder's list and rejection of the vendor's bid.

Sealed bids must be received at City Hall (date and time stamped) by Tuesday, August 25, 2009 at 11:00 a.m. (our clock), Central Daylight 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 – 6' OUT-FRONT MOWERS' due on August 25, 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.

INSTRUCTIONS TO BIDDERS

| | |
|---|---|
| Name of the Bid | 6' Out-Front Mowers |
| Deadline for Questions | Thursday, August 20, 2009 at 11:00 a.m. CDT |
| Deadline for Bid Submittal | Tuesday, August 25, 2009 at 11:00 a.m. CDT |
| Bids Shall Be Submitted To | Sealed Bid – 6' Out-Front Mowers City Hall North 3851 River Ridge Dr. NE Cedar Rapids, IA 52402 |
| Method of Submittal | Mail Delivery or In Person. Fax or electronic bids <u>are not</u> acceptable. |
| Contact Person, Title E-mail Address | Rebecca Johnson, CPPB, Purchasing Agent 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 8).

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.

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

TIE BIDS

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

ESTIMATED QUANTITIES

The City does not guarantee that the quantities estimated will be accurate for the upcoming contract period. The City reserves the right to order decreased or increased amounts from those specified. However, the estimates are as accurate as we are able to determine. Actual quantities, whether lesser or greater than estimated, will not affect the prices as bid and accepted for the term of the contracts.

REGULATORY AGENCY COMPLIANCE

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that bidders will offer expertise on conformance of regulations applying to the products they sell. Failure to assist the City of Cedar Rapids in this area may be just cause for rejection.

SIGNAGE

No markings shall be added to the unit, specifically, the dealer name, location etc. If the unit is delivered with such advertising, the City reserves the right to refuse delivery of said products or, minimally, to have such markings removed satisfactorily to the City before the unit is accepted.

MANUALS

The successful bidder shall furnish one (1) complete set of manuals for each mower at the time of delivery. Either one (1) set of a hard copy (paper) version OR one (1) set of a CD-Rom version is required. Manual set shall include the following:

- Shop manual with electrical schematics
- Parts manual
- Service manual
- Operators manual
- Owners manual

The City will withhold payment for the unit until the manuals are delivered as required above.

DELIVERY

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

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

Mowers and associated paperwork shall be delivered to:

Fleet Services Division
Attn: Dennis Hogan
1010 First Street NW
Cedar Rapids, IA 52405

The following items shall be prepared and delivered to the City of Cedar Rapids at time of delivery:

- Warranty documentation made out to the City of Cedar Rapids;
- All appropriate equipment service instructions and warranty instructions;
- Operator and Maintenance Manuals and complete parts listing.

In addition to other factors affecting acceptance, the unit will not be considered acceptable to the City of Cedar Rapids if any document listed above has not been prepared and delivered.

INSPECTION AND ACCEPTANCE

The successful bidder(s) shall arrange a final inspection of the units with Dennis Hogan, Fleet Services Manager, (319) 286-5860 prior to final acceptance by the City. If it is found that the units do not conform to the specifications as written, the City reserves the right not to accept the unit until such time as all corrections have been made by the bidder so as to meet the specifications. Additional and/or specific requirements shall be noted on the Bid Submittal Form.

PURCHASE ORDER

An executed purchase order will be the document that authorizes this purchase to be made.

INSURANCE REQUIREMENTS

VENDOR, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, workers compensation, general liability, and automobile liability insurance so as to cover all risk which shall arise directly or indirectly from VENDOR'S obligations and activities. The

VENDOR shall furnish the CITY with a copy of the declarations page of the VENDOR'S insurance policies if requested by the CITY.

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.

Purchases 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 and after all products are delivered, inspected and accepted. **The invoice must clearly state the city department name and contact person.**

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.

WARRANTY

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

The successful bidder shall be fully responsible for any and all warranty work, regardless of whether or not manufacturers of the equipment and/or its component parts provide the actual warranty service work. The contractor shall respond to requests for warranty assistance within twenty-four (24) hours.

Bidders shall state in writing the conditions and duration of the warranty in detail on an attachment to the bid. The warranty (dealer, factory and extended) is an important consideration and may be a factor in determining the bid award.

BID SUBMITTAL FORM – PAGE 1 OF 3

All freight charges, delivery fees, and packaging charges must be included in the price. FOB Point, in terms of loss or damage, is Destination.

Minimum Specifications for purchase of 2 (two) Six-Foot (6') Out-Front Mowers:

| Description | Does not meet spec | Meets spec | Exceeds spec | Comments |
|--|--------------------|------------|--------------|----------|
| Engine: 28hp, 3-cylinder, liquid-cooled diesel engine; 28 HP minimum, 31 HP maximum | | | | |
| Fuel Capacity/Design: single fuel tank mounted low in center of mower to lower the center-of-gravity; 11 gallon minimum, 18 gallon maximum | | | | |
| Ground Speed: 10-12 mph forward 5-7 mph reverse | | | | |
| Main Frame: Steel frame, full-length, fully-welded joints and gussets using structural welding standards | | | | |
| Drive Tires: 23.5 to 24 x 12 – 12, 4-ply turf tires | | | | |
| Caster Tires: 13 x 6.5 – 6, 4-ply; Flat-Free, semi-pneumatic | | | | |
| Caster Wheel Bearings: Tapered roller bearings | | | | |
| Bolt-on Front Caster Arms | | | | |
| Hydraulic Pumps: Dual pumps; 16cc minimum displacement | | | | |
| Hydraulic Oil Cooler: 4 quart system capacity minimum with auxiliary oil cooler | | | | |
| Electrical System: 12 volt battery, 300 cca minimum | | | | |
| Alternator: 20-60 amp charging | | | | |
| Belts: Self-adjusting, spring-loaded, self-tightening | | | | |
| Drive/Load Pulleys: Split-steel design | | | | |
| Instrument Panel: Ammeter, key switch, throttle, manual choke, BBC switch, water temp gauge (on liquid-cooled models) | | | | |
| Command-Comfort Operator's Station: Torsion spring suspension seat, fully adjustable, with arm rests with ROPS | | | | |
| PTO – Electric Clutch: 3.5 – 250 ft / lb; adjustable air-gap preferred | | | | |
| Cutter Decks: 72" floating, adjustable, anti-scalping design, with hydraulic lift/folding system | | | | |
| Cutter Deck Construction: Triple-plate or tri-plate welded 10 gauge top, 7 gauge skirts; 7 gauge & 11 gauge reinforcement plates, preferred | | | | |

| | | | | |
|--------------------------------|--|--|--|--|
| Drive shaft driven cutter deck | | | | |
|--------------------------------|--|--|--|--|

BID SUBMITTAL FORM – PAGE 2 OF 3

All freight charges, delivery fees, and packaging charges must be included in the price. FOB Point, in terms of loss or damage, is Destination.

Minimum Specifications for Six-Foot (6') Out-Front Mowers, continued:

| Description | Does not meet spec | Meets spec | Exceeds spec | Comments |
|--|--------------------|------------|--------------|----------|
| Nine anti-scalp wheels: adjustable to 7 positions | | | | |
| Cutter deck spindles: Heavy-duty spindles with cast-iron housing & tapered roller bearings; foot pedal lift cutter deck height adjustment (3-position adjustable) with self-locking mechanism at transport position | | | | |
| 1" to 6" cutting range: adjustable in ¼" increments | | | | |
| Three (3) cutter blades | | | | |
| Overall Length: 90" | | | | |
| Overall Width: 83" with discharge chute in mowing position; 73" with discharge chute in transport position | | | | |
| Height: 67.5" with ROPS; 56.5" with ROPS folded | | | | |
| AWD – All wheel drive system, shift on the go, full time, and on-demand acceptable. | | | | |
| Weight: 1400 to 1750 lbs | | | | |
| WARRANTY | | | | |
| 2 Year Mower Warranty – parts and labor | | | | |
| 3 Year Deck Warranty – first and second years parts and labor; third year parts | | | | |
| 2 Year Engine Warranty – minimum two-year warranty covered directly through the individual engine manufacturer | | | | |

Manufacturer: _____ Model: _____

DESCRIPTIVE LITERATURE

Bidders shall include the manufacturer’s literature that describes the basic or standard equipment to be furnished. Descriptive literature will be used in addition to bid specifications in determining award. However, if literature depicts something in conflict with City bid specifications, it is the bidder’s responsibility to make that clear, in writing, to the City.

Name of Company: _____

Authorized Signature: _____

Date: _____

BID SUBMITTAL FORM – PAGE 3 OF 3

All freight charges, delivery fees, and packaging charges must be included in the price. FOB Point, in terms of loss or damage, is Destination.

Pricing:

| Description | Unit Price | Government Discount | Unit Price after Discount |
|--|------------|---------------------|---------------------------|
| Six-foot (6') out-front zero turn mowers: | \$ | \$ () | \$ |
| TOTAL EXTENDED PRICE FOR TWO (2) MOWERS AFTER DISCOUNT: | | | \$ |

Lead time after receipt of purchase order: _____

Warranty Information: _____

Will you hold your pricing firm for 12 months for additional purchases? Yes No

If no, how long will you hold pricing firm? _____

Name of Company: _____

Authorized Signature: _____

Date: _____

SIGNATURE PAGE

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

Submitting Firm: _____

Address: _____

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 – please be as specific as possible. All exceptions shall be stated no matter how seemingly minor. If adequate space is not provided for exceptions/deviations, please use a separate sheet of paper. If your company has no exceptions/deviations, please write “No Exceptions” in the space below.

GENERAL INFORMATION

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

FIRM PRICING

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

PIGGYBACK PROCUREMENT METHOD

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

Yes No

ADDENDA {It is Bidder’s responsibility to check for issuance of any addenda}

The authorized representative hereby acknowledges receipt of the following addenda:

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

Addenda Number: _____ Date: _____ Addenda Number: _____ Date: _____

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.

GENERAL TERMS AND CONDITIONS OF SALE AND PURCHASE

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

