



**REQUEST FOR BID
SHEET MUSIC - BID #0409-304
CITY OF CEDAR RAPIDS, IOWA
May 27, 2009**

SCOPE OF WORK

You are invited to submit a bid for the purchase and delivery of various pieces of sheet music as requested by the City of Cedar Rapids Municipal Band. Vendor does not have to bid on each piece of music. You will not be penalized if you can only bid on certain pieces of sheet music.

Name of the Bid Sheet Music

Deadline for Questions Tuesday, June 2, 2009 at 2:30 pm CDT

Deadline for Bid Submittal Friday, June 5, 2009 at 2:30 pm CDT

Bids Shall Be Submitted To Purchasing Services
3851 River Ridge Dr. NE
Cedar Rapids, IA 52402

INSTRUCTIONS TO BIDDERS

Method of Submittal Mail Delivery, In Person
Fax or e-mail bids are acceptable and encouraged

Submittal Documents Required Bid Submittal Form, Signature Page

Contact Person, Title Diane Rodenkirk, CPPB, Purchasing Agent
E-mail Address d.rodenkirk@cedar-rapids.org

Phone/ Fax Numbers Phone: (319) 286-5023 Fax: (319) 286-5130

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 Diane Rodenkirk 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.

BACKGROUND

Starting the week of June 9, 2008, Cedar Rapids experienced flooding of catastrophic historic proportions. The Red Cedar River crested June 13 at 31.12 ft, 19.12 ft above flood stage and 11.12 ft above the previous record set in 1929. The floods impacted over 7,000 parcels of land.

This flooding event infiltrated well past the 100- and 500-year flood plains, making it unpredictable by today's standards. While properties throughout Cedar Rapids along floodways were impacted, most of the damage occurred in the downtown business district and the surrounding neighborhoods.

A majority of the Cedar Rapids Municipal Band's sheet music was destroyed in the flood. The detailed list of requested scores and pieces is on Pages 4-7. Vendor can submit pricing on an alternate arranger, if one is available.

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. 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.

Bids will be evaluated promptly after the bid opening. **After an award is made, a bid tabulation summary will be sent to all companies who submitted a bid. Bid results will not be given out prior to award.** No bid may be withdrawn for a period of sixty (60) calendar days after the bid opening date.

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

TIE BIDS

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

DELIVERY

For purposes of this quote and subsequent awards, City holiday closures are typically New Year's Day, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day and the day following, 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 or Proposal Form, shall be the time required to deliver the complete item(s) after the receipt of the order or award of the Contract. Where multiple items appear on a Bid or Proposal request, the Bidder/Offeror shall, unless otherwise stated by the City, show the delivery time for each item separately.

FOB point in terms of loss or damage is destination.

Deliver to:

Laura Drzycimski, Business Manager
Cedar Rapids Municipal Band
6917 Terrazzo Drive NW
Cedar Rapids, IA 52405

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 shall clearly state the city department name and the contact person.**

Invoices shall be addressed as follows:

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

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 risks 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.

SURCHARGES

Surcharges (i.e. fuel surcharges, restocking fees, etc) 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.

BID SUBMITTAL FORM

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

Score Only – Price is requested for one (1) score for each title listed

Title	Composer	Arranger	Catalog #	Publisher	Level	Price
March Opus 99	Prokofieff	Yoder		Hall	4	\$
March Slav	Tchaikowski	Laurendeau	J157	CF	5	\$
Whistler & His Dog	Pryor	Simpson	B5001	MM	3	\$
Morning, Noon & Night Overture	Von Suppe	Fillmore	CB123	CF	4	\$

Complete Piece – Price is requested for one (1) complete piece for each title listed

Title	Composer	Arranger	Catalog #	Publisher	Level	Price
Egmont	Beethoven	Winterbottom		MM	4	\$
Pique Dame Overture	Von Suppe	Tobani	M9091	MM	4	\$
Marche Slav	Tchaikowski		J157	CF	4	\$
Mannin Veen	Wood			Boosey & Hawkes	4	\$
Firebird Suite, Berceuse and Finale	Stravinsky	Goldman	M9114	MM	4	\$
Malaguena	Lecuona	Cacavas		EBM	3	\$
If Thou Be Near	Bach	Moehlmann-Reed		CLB	3	\$
Prelude and Fugue in G Minor	Bach	Moehlmann		Alfred	3	\$
Die Fledermaus	Strauss	Cailliet	B3522	MM	5	\$
Serenata	Anderson			Masters Music Publication	3	\$
Chester	Schuman			Presser	5	\$
Horse and Buggy	Anderson			Masters Music Publication	3	\$
Hansel and Gretel Overture	Humperdinck		M0109	MM	4	\$
Poet and Peasant Overture	Von Suppe	Safranek		CF	4	\$
Jesu, Joy of Man's Desiring	Bach	Reed		CLB	3	\$
New World Symphony, Largo	Dvorak	Safranek	B3069	MM	4	\$
L'Arlessienne Suite #1	Bizet	Laurendeau	M9082	MM	4	\$
Slavonic Dance #1	Dvorak		B3070	MM	4	\$
Pomp and Circumstance	Elgar			Hall	4	\$
Girl in Satin, The	Anderson			MM	3	\$
China Doll	Anderson			Masters Music Publication	3	\$
Prelude and Fugue in D Minor	Bach	Moehlmann		Alfred	4	\$
Brighton Beach	Latham			Alfred	3	\$
Italian in Algiers	Rossini	Cailliet	B3814	MM	4	\$
Old Man River	Kern		B3489	MM	4	\$
Espana Cani	Marquina	Cray		Hall	3	\$

Title	Composer	Arranger	Catalog #	Publisher	Level	Price
Funeral March, Gotterdaemerung	Wagner		B32660	MM	4	\$
Good Friday Music, Parsifal	Wagner		B3661	MM	4	\$
Semiramide Overture	Rossini	Safranek	B3254	MM	5	\$
Sandpaper Ballet	Anderson			Alfred/Belwin	3	\$
Prelude and Fugue in B Flat Major	Bach			Alfred	3	\$
Proud Heritage	Latham			Alfred	4	\$
Trumpet in the Night	Simeone		K0019	Shawnee Press	3	\$
Phedre Overture	Massenet	Safranek	B3422	MM	4	\$
Mignon	Thomas	Hawkins	B3305	MM	4	\$
Toccat for Band	Erickson			Bourne	3	\$
Waltzing Winds	Osser			LUD	3	\$
Parade of the Wooden Soldiers	Jessel	Morrissey	B3570	MM	4	\$
Music Man, Selections From	Willson	Reed		Hall	3	\$
Peer Gynt Suite	Greig		B3513	MM	4	\$
Hungarian Rhapsody #2	Liszt	Reed	M9085	MM	5	\$
Prince Igor, Ballet Music	Borodin		B3624	MM	4	\$
Victory at Sea	Rodgers			Hall	5	\$
L'Arlesienne Suite #2	Bizet	Laurendaeu	M9084	MM	4	\$
Valse Triste	Sibelius		B3935	MM	4	\$
Dance of the Tumblers	Rimsky-Korsakow			CF	3	\$
Tannhauser, Grand March	Wagner	Winter	M9119	MM	4	\$
Relax	Yoder			Kjos	3	\$
Water Music Suite	Handel	Custer		Hall	4	\$
Suite Francaise	Milaud			Hall	5	\$
Minstrel Boy	Anderson			Masters Music Publication	3	\$
Andalucia	Lecuona	Yoder	B3585	MM	3	\$
Magic Flute Overture	Mozart	Winterbottom		Hall	4	\$
Ode for Trumpet	Reed		S378	South	4	\$
Lo, How a Rose E'er Blooming	Brahms		G1BB	TRN		\$
Roman Carnival Overture	Berlioz	Godfrey	M9083	MM	5	\$
Concerto in F Minor, First Movement	Weber		RMR15	South	4	\$
Serenade	Reed			South	4	\$
Mikado Highlights	Sullivan	Bennett	B3289	MM	4	\$
Solo de Cocours	Rabaud	Gee	S112	South	4	\$
Die Meistersingers Overture	Wagner				3	\$
Czech Suite	Whear			LUD	3	\$
Three Dances from Henry the Eighth	German	Laurendaeu	B3090	MM	4	\$
When Jesus Wept	Schuman			TPC	4	\$
Prelude and Fugue in B Flat Major	Bach	Moehlmann		Alfred	3	\$
Aida, March	Verdi	Seredy	M9066	MM	4	\$
Harlem Nocturne	Hagen	Krance		Hall	4	\$

Title	Composer	Arranger	Catalog #	Publisher	Level	Price
Commando March	Barber			Hall	4	\$
Choralle and Alleluia	Hanson		J517	CF	4	\$
Sylvia Ballet Suite	Delibes			MM	4	\$
Variants on a Medieval Tune	Dello Joio			Hall	4	\$
Valdres	Hanssen	Bainum		Hall	4	\$
Star Dust	Carmichael	Nestico		Alfred	3	\$
Walt Disney Overture	Erickson			Bourne	3	\$
Three Revolutionary Marches	Smetana	Nelhybel			4	\$
Fiddler on the Roof, Highlights From	Bock	Warrington		Alfred	4	\$
Symphony #5, Finale	Shostakovich	Righter		Hall	4	\$
Welsh Rhapsody	Grundman			Hall	4	\$
Holiday for Horns	Jarrett			CL Barnhouse	3	\$
Jubilant Overture, A	Reed			CLB	4	\$
La Gazza Ladra Overture	Rossini	Cailliet	B3543	MM	5	\$
Concertino for Tuba	Bencriscutto			Shawnee Press	4	\$
La Belle Helene Overture	Offenbach	Odom		Kjos	4	\$
Duke Ellington in Concert	Ellington	Murtha		Hall	3	\$
Showstopper, The	Osterling			Hall	3	\$
Southerner March	Alexander	Bainum		CLB	3	\$
Sophisticated Ladies, Highlights From	Ellington	Cacavas		Hall	3	\$
Porgy and Bess Medley	Gershwin	Barnes		Alfred	4	\$
Tres Dances de Mexico		Rhoads		TRN	4	\$
Andrew Lloyd Webber, a Symphonic Portrait	Webber	Nowak		Hall	4	\$
Jurassic Park	Williams	Bocook		Hall	3	\$
Morceau de Concert (French Horn)	Saint Saens	Nelson		Shawnee Press	4	\$
Lion King, Selections From	John	Higgins		Hall	3	\$
Pavilion March	Piersol			Kjos	3	\$
Famous 22 nd Regiment March	Gilmore	Gore			3	\$
Festival Prelude	Reed			Hall	3	\$
Swing the Mood		Sweeney		Hall	3	\$
Alamo	Karl King			CLB	3	\$
Folk Dances	Shostakovich			CF	4	\$
Three Tenors					3	\$
Komm Susser Tod	Bach	Leidzen		CL Barnhouse	3	\$
American Patrol	Meecham		B3197	MM	3	\$
Water Music, Allegro Maestoso	Handel	Custer		Hall	3	\$
Chiapenecas	Decampo	Henneman	1039	RBC	3	\$
Embraceable You	Gershwin			Alfred	4	\$
Sleigh Ride	Anderson			Alfred/Belwin	4	\$
Promenade	Anderson	Lang	B4011	MM	3	\$
Alexander's Rag Time Band	Berlin			Hall	3	\$
Espana	Waldteufel	Greissinger	B3790	MM	4	\$
Turkey in the Straw	Denmark			LUD	3	\$

Title	Composer	Arranger	Catalog #	Publisher	Level	Price
White Christmas	Berlin			Shawnee Press	3	\$
March of the Spanish Soldiery	Desmetsky	Lake		LUD	3	\$
El Relicario	Padilla	Lang	B3571	MM	3	\$
Daughters of the Regiment	Donizetti		B3068	MM	5	\$
His Honor	Fillmore			CF	3	\$
Salutation	Seitz			SD	3	\$
Thunder and Blazes	Fucik	Laurendaeu		CF	3	\$
Colonel Bogey	Alford	Fennell		Hall	3	\$
Manhattan Beach	Sousa			CF	3	\$
Fairest of the Fair	Sousa			CF	3	\$
French National Defile	Turlet			CLB	3	\$
Under the Double Eagle	Wagner	Laurendaeu		CF	3	\$
Zacatecas	Condina	Laurendaeu		CLB	3	\$
Dunedin	Alford	Gore		Gore	3	\$
Tuscarawas	King			CLB	3	\$
Hawkeye Glory	King			CLB	3	\$
Chicago Tribune	Chambers			Ludwig	4	\$
Joyce's 71 st Regiment	Duble			Southern	3	\$
Tenth Regiment	Hall		B1049	MM	3	\$
Melody Shop	King			CLB	4	\$
Navy Blue	Edwards			CLB	3	\$
Eclipse Galop	King			CLB	3	\$
Voice of the Guns	Alford	Gore		Harold Gore Publishing	3	\$
Garland Entrée	King			CLB	3	\$
Mad Major	Alford	Fennell		Boosey & Hawkes/Harold Gore Publish	4	\$
King Karl King	Fillmore			CF	3	\$
Vanished Army	Alford	Fennell		Boosey & Hawkes/Harold Gore Publish	4	\$
Boy Scouts of America	Sousa	Teague		Gore	3	\$
Tiger Rag		Higgins		Hal Leonard	3	\$
Iowa Centennial	King			CLB	3	\$
Army of the Nile	Alford	Fennell		Boosey & Hawkes	3	\$
Gladiator, The	Sousa			CF	3	\$
Florentiner	Fucik			CF	3	\$
Solid Front	Sousa		B1506	MM	3	\$
Hostraiser's March	Chambers		B1012	MM	3	\$
Pageantry	King			CLB	3	\$
Proud Mary	Fogerty	Vinson		Hal Leonard	2	\$

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.
23. The City of Cedar Rapids is committed to upholding the highest ethical standards in all of our business practices. This standard recognizes the need to avoid even the perception of improper gifts or favors to employees. Therefore, we have asked all vendors to abide by our "No Gift" standard. The "No Gift" standard also applies to all offers of discounts or free items at any place of business targeted toward a City employee and not available to the general public, regardless of the value.