



**REQUEST FOR BID**  
**18' DECK OVER TRAILER – BID #0809-040**  
**CITY OF CEDAR RAPIDS, IOWA**  
**August 19, 2009**

**SCOPE OF WORK**

You are invited to submit a bid for the purchase and delivery of one (1) 18' Deck Over Trailer as requested by the City of Cedar Rapids Fleet Division. Detailed specifications are on Attachment A.

Sealed bids must be received at City Hall (date and time stamped) by Wednesday, September 2, 2009 at 11:00 am (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 – 18' DECK OVER TRAILER' due on September 2, 2009 at 11:00 am CDT.** City Hall is located at 3851 River Ridge Dr. NE, Cedar Rapids, Iowa. Bids sent via facsimile or e-mail will **not** be accepted.

<b>Name of the Bid</b>	18' Deck Over Trailer
<b>Deadline for Questions</b>	Friday, August 28, 2009 at 11:00 am CDT
<b>Deadline for Bid Submittal</b>	Wednesday, September 2, 2009 at 11:00 am CDT
<b>Bids Shall Be Submitted To Address <u>exactly</u> as stated→→→</b>	<b>SEALED BID – 18' Deck Over Trailer</b> City Hall 3851 River Ridge Dr. NE Cedar Rapids, IA 52402
<b>Method of Submittal</b>	Mail Delivery, In Person Fax or e-mail bids are not acceptable
<b>Contact Person, Title E-mail Address</b>	Diane Rodenkirk, CPPB, Purchasing Agent d.rodenkirk@cedar-rapids.org
<b>Phone/ Fax Numbers</b>	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 (Attachment A).

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. 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.

### **BID SPECIFICATION FORM**

Each bidder shall complete every line on the Bid Specification Sheet (Does not Meet Spec, Meets Spec or Exceeds Spec) and indicate the exact item being bid to meet the minimum specified item. An X, check mark  $\checkmark$ , or 'yes' will indicate the item specified is being provided. All bullet points must be acknowledged with the aforementioned. All exceptions shall be stated no matter how seemingly minor. Any contractor who willfully falsifies responses indicating compliance or non-compliance with the minimum requirements listed below will be subject to suspension and/or debarment from bidding.

### **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.

### **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.

### **SAFETY**

The bidder certifies that all items or service delivered herein comply with all ANSI Standards and with the Federal Occupational Safety and Health Act of 1970, as applicable.

### **SIGNAGE – CONTRACTOR/SUPPLIER ADVERTISING**

Contractors/Suppliers shall not place any decal, plate, sign, stencil, stamping, molding or marking of any type pertaining to advertisement other than trademarks, trade names or model designation normally installed by the manufacturer on automotive equipment, either automobile or truck, delivered to the City of Cedar Rapids. No accessory item furnished on truck or special body equipment shall advertise the name of the Contractor/Supplier (i.e. mud flaps, etc). If any units are delivered with such advertising, the City reserves the right to refuse delivery of said units or, minimally, to have such markings removed satisfactorily to the City before units are accepted.

### **VEHICLE SPECIFICATIONS**

The specifications contained herein cover only the general requirements as to the type of equipment required. All parts not specifically mentioned but which are necessary to provide a complete unit shall be provided by the

successful bidder at the bid price and shall conform in strength, quality of material and workmanship that is normal to the product being bid.

Vehicles shall comply with all Federal Motor Vehicle Safety Standards and State of Iowa Safety Regulations applicable to the specified vehicle on the date of manufacture. Any equipment or accessories required shall be factory-installed and shall be as represented in the manufacturer's current technical data.

## **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.

New Vehicle Pre-Delivery Service is to be performed before the new vehicle is delivered to the City and shall include but may not be limited to the following services:

- All fluid levels checked and maintained with the proper grade and type of fluids.
- Pre-delivery inspection and service on the trailer.
- The trailer shall have been cleaned and washed.
- The City shall assume that when the trailer is delivered, inspection completed and final acceptance is given, said trailer is ready for immediate and continuous operation.
- Trailer delivery shall not take place during inclement weather that could result in permanent damage to the trailer.

The following items will 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;
- One (1) complete set of manuals is required. Manual set shall include the following:
  - Shop manual with electrical schematics
  - Parts manual
  - Service manual
  - Operators manual
  - Owners manual
- Keys – four (4) for each lock on trailer, if applicable
- Copy of original City Purchase Order
- Manufacturers Certificate of Origin

The City will withhold payment for the unit until the manuals are delivered as required above. In addition to other factors affecting acceptance, the system will not be considered as acceptable to the City of Cedar Rapids if any document listed above has not been prepared and delivered. Delivery of vehicle is by appointment only.

### Deliver to:

Dennis Hogan, CAFM  
Fleet Services Manager  
1010 First Street NW  
Cedar Rapids, IA 52405  
(319) 286-5860

## **INSPECTION AND ACCEPTANCE**

The successful bidder shall arrange a final inspection of the unit with Dennis Hogan, Fleet Services Manager, prior to final acceptance by the City. If it is found that the unit does 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. If rejection of unit occurs, all costs (transportation, fuel, etc) shall be at the expense of the Contractor until the City finds the trailer fully acceptable according to agreed upon specifications.

#### **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

#### **SURCHARGES**

Surcharges (i.e. fuel surcharges) 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.

## 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.