



**REQUEST FOR BID  
NEW WALK-IN VAN – MUNICIPAL UTILITIES DEPARTMENT  
CITY OF ANKENY, IOWA**

**Section 1 – Notice of Request for Bid**

1.1 Notice is hereby given that sealed bids will be received before 3:00 p.m. CST on Friday, May 24, 2019, at the City of Ankeny Finance Department, in City Hall, 410 West First Street, Ankeny, Iowa for the purchase of a new walk-in van for the Municipal Utilities Department.

1.2 RFB Timeline

Name of the Bid	New Walk-In Van – Municipal Utilities Department
Date of Issuance	Friday, May 10, 2019
Deadline for Bid Submittal	Friday, May 24, 2019, before 3:00 p.m. CST
Recommendation for Award	Monday, June 3, 2019
Bids Shall Be Submitted To	City of Ankeny Finance Department 410 West First Street Ankeny, IA 50023-1557
Method of Submittal	Mail delivery or in person Emailed or faxed bids are not acceptable
Contact Person, Title	Sandy McClure, Purchasing Coordinator
Email Address	<a href="mailto:smcclure@ankenyiowa.gov">smcclure@ankenyiowa.gov</a>
Phone Number	(515) 965-6401

1.3 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.

**Section 2 – Instructions to Proposer**

2.1 Any matter of this bid package that requires explanation or interpretation must be made in writing and emailed to Sandy McClure, Purchasing Coordinator at [smcclure@ankenyiowa.gov](mailto:smcclure@ankenyiowa.gov). All questions will be responded to in the form of a written addenda and distributed to all companies.

2.2 Be advised that any conversation (in reference to this RFB) between Proposer and any City employee or City official, outside of the Purchasing Coordinator, during the entire competitive proposal process is strictly prohibited. The only official position of the City is that position which is stated in writing and issued by the Finance Department. No other means of communication, whether written or oral, shall be construed as a formal or official response statement.

### **Section 3 – Payment Terms**

- 3.1 Offered prices shall remain firm for a minimum of 90 days after the due date of this solicitation unless indicated otherwise. No product orders will be made until authorized by a signed City of Ankeny purchase order.
- 3.2 Surcharges (e.g. fuel surcharges) or delivery charges shall not be allowed to be added to invoices as an additional line item, which was not included in the original bid amount. The City of Ankeny is exempt from Sales and Use taxes and Manufacturer's Federal Excise Tax.
- 3.3 Payment will be processed once vehicle has been delivered and inspected by the City of Ankeny. The City may withhold payment if product is not consistent with manufacturer's specifications, defective, or incomplete due to negligence of the Proposer. 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 Proposer's expense within thirty (30) days after delivery, for either credit or replacement, as the City may direct without additional charge to the City.

### **Section 4 – Submittal Instructions**

- 4.1 Entire bid document shall be submitted for review by regular mail delivery or in person. Bid shall be placed in an envelope and clearly marked "New Walk-In Van – Municipal Utilities Department, Attention: Sandy McClure". Signature Page and Bid Summary (pages 3 – 4) must be completed and signed. Failure to complete and submit with signatures will make entire proposal invalid and removed from list of qualified bids.

### **Section 5 – Specifications**

- 5.1 Proposals are requested by the City of Ankeny for a walk-in van to be used by the City of Ankeny Municipal Utilities Department as a service vehicle for water main breaks. To be built on a strip chassis, the modular cargo area design must feature low step-in height at the cab doors and rear doors for ease of entry and exiting the vehicle. In addition, full stand-up height in the cab and cargo areas are needed for an ergonomic workspace. Custom shelving and work station in cargo area will be provided by the City of Ankeny upon receipt of the van.
- 5.2 Description of complete vehicle can be found in this bid document on Attachment "A" – Specifications, Freightliner MT45 Walk-In Van with Cab.
- 5.3 More detailed specifications of chassis can be found in this bid document on Attachment "B" – Specifications, New Freightliner MT45 Chassis Only.

A new Freightliner MT45 front gasoline engine walk-in van chassis is a requirement of this bid. If necessary, chassis will be obtained by bidder from another source with all associated costs included in proposed cost. No additional transportation or delivery charges will be added as an additional line item, which was not included in original bid amount.

- 5.4 Trade-in vehicle information can be found in this bid document on Attachment "C" – Trade-In Vehicle Description. Trade-in will be picked up upon delivery of new vehicle to:

City of Ankeny  
Public Works Maintenance Facility  
211 SE Lorenz Drive  
Ankeny, Iowa 50023

## 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:			
Authorized Representative (print):		Title:	
Authorized Signature:			
Date:		E-mail:	
Phone #	(     )	Fax #	(     )
<b>EXCEPTIONS/ DEVIATIONS</b> 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.			

<b><u>APPLICABLE TO ALL BID ITEMS:</u></b>	
<b><u>Minimum Specifications</u></b>	<b><u>Vendor's Proposal</u></b>
<b>Warranty</b>	<b>Coverage:</b> 100% parts, labor, Yes _____, No _____ shipping for all warranty items during warranty period.
	<b>Period:</b> Warranty period shall be Yes _____, No _____ a minimum of 12 months.
	Warranty comments: (Must state OEM warranty coverages and periods.)

<b>Registration Forms:</b>	All information required on registration forms
	for parts and equipment that is supplied as a part of this proposal, shall
	be entered on those forms by the successful bidder. (i.e., serial
	number, part number, in-service date
	Yes _____, No _____
<b>Manuals:</b>	Successful vendor shall furnish the following manual:
	(1) Operators Manual Yes _____, No _____
<b>Inspection:</b>	Each unit will be inspected to ensure all
	specifications have been satisfied. Inspection will
	be done upon receipt of each unit.

### **BID SUMMARY**

Make \_\_\_\_\_

Chassis Model \_\_\_\_\_

Chassis Year \_\_\_\_\_

Cargo Body Model \_\_\_\_\_

Cargo Body Year \_\_\_\_\_

Base Vehicle Cost \_\_\_\_\_

Trade-In Allowance \_\_\_\_\_

Net Cost \_\_\_\_\_

Delivery Date to Ankeny, IA \_\_\_\_\_

Proposer Signature \_\_\_\_\_

## 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 City of Ankeny Finance Department. 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 is authorized by the City Council on the first and third Mondays of the month.
6. The City shall deem to receive goods procured hereunder when such goods have been deposited at the City's assigned 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 Ankeny, 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 of Ankeny Finance Department.
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 Ankeny departments.
20. The supplier agrees to protect, defend, indemnify and hold harmless the City of Ankeny 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 Ankeny in connection with a bid or proposal, the submitting party recognized this and waives any claim against the City of Ankeny 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 Ankeny and its officers and employees harmless from any claims arising from the release of any document or information made available to the City of Ankeny arising from any bid opportunity.

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