

**CITY OF DUPONT
INVITATION TO BID
TRACTOR & BOOM MOWER
Date Due: April 5, 2007**

Sealed bids will be received by the DuPont City Clerk at DuPont City Hall, located at 303 Barksdale Avenue, DuPont WA 98327, until 5:00 p.m., Thursday, April 5, 2007, for the purchase of a Tractor & Boom Mower. Only bids that arrive in the City Clerk's Office by this deadline will be considered.

Information regarding this solicitation, including addenda and bid results are available at www.ci.dupont.wa.us (see Public Notices) or contact Erin Larsen, City Clerk at (253) 964-8121 or via e-mail at elarsen@ci.dupont.wa.us . All bids shall be submitted on furnished forms. DuPont reserves the right to reject any or all submittals, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of the City of DuPont.

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BIDDING INFORMATION

Bid submittal sheets are attached.

Information regarding this solicitation, including addenda and bid results are available at www.ci.dupont.wa.us (see Public Notices) or contact Erin Larsen, City Clerk at (253) 964-8121 or via e-mail at elarsen@ci.dupont.wa.us . All bids shall be submitted on furnished forms. DuPont reserves the right to reject any or all submittals, waive technicalities or irregularities, and accept any submittals if such action is believed to be in the best interest of the City of DuPont.

All bidders must certify that they are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs.

SPECIFICATIONS

The City will purchase one 4x4 John Deer tractor with 23-foot side and rear mount boom mower attachments or equal tractor and boom mower. The brand names used in the following specifications are used for the sole purpose of indicating a standard of quality. See "brand names used in the specification" for additional information. If offering a bid for a different model, then state it in space provided on the offer form and attach product literature for the make and model(s) offered. Failure to specify product offered could be reason to consider a bid non-responsive.

It is the intent of the specification to describe the minimum requirements for the quality and type of equipment to be furnished. Bidders may offer equipment that exceeds these requirements; however bids, which fail to meet the minimum specifications, will be considered non-responsive.

In general, the unit shall be new of the latest design and be in current production at the time of submission of the bid or be an earlier model with less than 20 hours on the tachometer. All tractor bids must be offered by either an authorized tractor dealer or a factory authorized dealer of associated equipment for the purposes of warranty, parts, and service. The dealer installing the equipment and components must be an authorized stocking distributor of that equipment for the purposes of warranty, parts, and service. All products provided must comply with S.A.E. engineering standards.

Detailed specifications can be found on page nine (9) of this document. For specific options, please see the bid submittal sheet. Bidders are permitted to attach pricing for

additional features or options, which may not listed in the specification using the format listed on the bid submittal form.

BRAND NAMES USED IN THIS SPECIFICATION

This is NOT a brand name specification. When a special brand is named it shall be construed solely for the purpose of indicating the standards of quality, performance, or use desired. Brands of equal quality, performance, and use shall be considered, provided Vendor specifies the brand and model and submits descriptive literature. Any bid containing a brand that is not of equal quality, performance, or use specified must be represented as an alternate and not as an equal, and failure to do so shall be sufficient reason to disregard the bid. The City of DuPont shall be the sole judge about whether an item submitted as an equal or alternate is acceptable. The responsibility of demonstrating to the City of DuPont's satisfaction that a product is "equal" to that specified shall be on the vendor proposing the substitution. Requests for approval of substitutions must be made with sufficient time to allow the City of DuPont to adequately review the proposal, including time for vendors to respond to questions and requests for additional information or clarification. The City of DuPont has no obligation to accept proposed substitutions or engage outside consultants or experts to evaluate proposed substitutions. Acceptance of a substitute product proposed as an "equal" to that specified will be made in writing and, if made prior to bids being due, other bidders will be notified if practical and convenient.

PRICING AND DELIVERY

The vendor assumes responsibility for the delivery and initial adjustment of all vendor supplied equipment quoted. Delivery costs shall be included in the unit price, City of DuPont, Public Works Department, 303 Barksdale Avenue, DuPont, WA 98327.

DELIVERY TIME

This unit shall be delivered prior to May 31, 2007. Vendors must certify that the quoted equipment can be delivered, installed and operational within the stated number of days on their bid.

BID OPENING

All bids must be received by the DuPont City Clerk at the DuPont City Hall, located at 303 Barksdale Avenue, DuPont, WA 98327 no later than 5:00 PM on Thursday, April 5, 2007, and must be clearly marked:

BID FOR TRACTOR & MOWER

Only firm bids will be accepted and the City reserves the right to reject any or all bids or waive any irregularities and informalities in the bids submitted and accepted by the City. No bidder may withdraw his bid after the hour set for the opening thereof unless the award is delayed for a period exceeding 60 days. The City further reserves the right to make bid awards to the lowest and most responsive bidder as deemed in the best interest of the City. Bidders are cautioned that neither preliminary bid results nor an indication of the apparent lowest bid compel the City to make an award. Award, if any, will be evidenced by the issuance of a Purchase Order or Contract.

QUESTIONS

Unauthorized contact regarding this Invitation to Bid with City of DuPont employees or contractors may result in disqualification. Any oral communications will be considered unofficial and non-binding on the City of DuPont. Bidders should rely only on written statements issued by the individual named below.

Questions regarding this Invitation to Bid may be directed to Erin Larsen, City Clerk at (253) 964-8121 or via e-mail at elarsen@ci.dupont.wa.us.

TAXES AND FEDERAL EXCISE TAX

Washington State Sales tax shall be shown as a separate line on the bid submittal sheet. No charge by the Bidder shall be made for federal excise taxes. The City of DuPont, as a municipal corporation of the State of Washington, is exempt from federal excise tax and such taxes shall not be included in bid prices. The City of DuPont agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

BUSINESS LICENSE

The awarded vendors are responsible to become compliant with City of DuPont business license requirements per DMC "5.04". Vendors may call 253-964-8121 for additional business license information, or access the DMC via the City's website.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivisions). Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of DuPont and which are actively participating may purchase from City of DuPont contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form if it will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the City of DuPont. The City of DuPont does not accept any responsibility for orders issued by other public agencies.

Public agencies desiring to use DuPont's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of DuPont, as required by RCW 39.34. Only those public agencies that have complied with these requirements are eligible to use this contract. The public agency accepts responsibility for compliance with any additional or varying laws and regulations governing purchase by or on behalf of the public agency in question. A purchase by a public agency shall be in effect by an order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of DuPont.

The City of DuPont accepts no responsibility for the performance of any purchasing contract by the Vendor, and the City of DuPont accepts no responsibility for payment of the purchase price for any public agency.

MULTIPLE BIDS

Vendors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with the instructions, conditions and specifications of this Invitation to Bid.

SINGLE RESPONSE

A single response to this Invitation to Bid may be deemed a failure of competition and in the best interest of the City of DuPont, the Invitation to Bid may be cancelled.

BIDDING ERRORS

The City of DuPont will not be liable for any errors in any vendor's bid. Vendors will not be allowed to alter bids after the deadline for the submission of bids.

The City of DuPont reserves the right to make corrections or amendments due to errors identified in bids by the City of DuPont or the vendor. This type of correction or amendment will only be allowed for such errors as typing, transposition or any other obvious error. Vendors are liable for all errors or omissions contained in their bids.

When, after the opening and tabulation of bids, a Bidder claims error, and requests to be relieved of award, it will be required to promptly present certified work sheets. The Buyer will review the work sheets and if the Buyer is convinced, by clear and convincing evidence, that an honest, mathematically excusable error or critical omission of costs has been made, the Bidder may be relieved of its bid.

After opening and reading bids, the City of DuPont will check them for correctness of extensions of the prices per unit and the total price. If a discrepancy exists between the price per unit and the extended amount of any bid item, the price per unit will control. The total of extensions, corrected where necessary, will be used by the City of DuPont.

PAYMENT

Payment will be made promptly upon receipt of a correct invoice for goods that have been delivered and accepted. No down payment or advance payment of any kind will be made. Washington State law requires proof that the materials have been furnished, the services rendered or the labor performed as described before payment may be made. A vendor may submit an invoice for partial shipments or progress payments. All invoices are to be submitted to:

City of DuPont
Accounts Payable
303 Barksdale Avenue
DuPont, WA 98327

BID REJECTION

The City of DuPont reserves the right to reject any or all bids at any time without penalty.

WITHDRAWAL OF BIDS

Vendors may withdraw a bid that has been submitted at any time up to the due date and time. To accomplish this, a written request signed by an authorized representative of the vendor must be submitted to the City Clerk.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the City of DuPont, the City of DuPont is neither endorsing nor suggesting that the vendor's product

is the best or only solution. The vendor agrees to make no reference to the City of DuPont in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of DuPont.

PROPRIETARY MATERIAL SUBMITTED

Any information contained in the bid submitted that is proprietary must be clearly designated. Marking the entire bid as proprietary will be neither accepted nor honored. If a request is made to view a vendor's bid, the City of DuPont will comply according to the Public Records Act, Chapter 42.56 RCW. If any information is marked as proprietary in the proposal, such information will not be made available until the affected vendor has been given an opportunity to seek a court injunction against the requested disclosure.

RESPONSE PROPERTY OF THE CITY OF DUPONT

All materials submitted in response to this request become the property of the City of DuPont. Selection or rejection of a response does not affect this right.

NO OBLIGATION TO BUY

The City of DuPont reserves the right to refrain from contracting with any vendor. The release of this Invitation to Bid does not compel the City of DuPont to purchase.

COST OF PREPARING BIDS

The City of DuPont is not liable for any costs incurred by vendors in the preparation and presentation of bids and demonstrations submitted in response to this Invitation to Bid.

BID AWARD

If an award is made as a result of this solicitation, it will be made to the lowest, responsible bidder whose bid is determined by the city to be responsive.

DETERMINATION OF BIDDER RESPONSIBILITY

The following elements shall be given consideration in the determination of whether a bidder is responsible:

- The ability, capacity and skill of the bidder to perform the contract or provide the service required.
- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- Whether the bidder can perform the contract within the time specified.
- The quality of performance of previous public and private contracts or services, including, but not limited to, the bidder's failure to perform satisfactorily or complete any written contract. The City's termination for default of a previous contract with a bidder shall be deemed to be such a failure.
- The previous and existing compliance by the bidder with laws relating to the contract or services.
- More than one proposal is submitted for the same project from a bidder under the same or different names.
- Evidence of collusion with any other bidder, in which case colluding bidders will be restricted from submitting further bids on the subject project or future tenders.

- The bidder is not qualified for the work or to the full extent of the bid.
- There is uncompleted work with the City or others, or an outstanding dispute on a previous or current contract that might hinder, negatively affect or prevent the prompt completion of the work bid upon.
- The bidder failed to settle bills for labor or materials on past or current public or private contracts.
- The bidder has been convicted of a crime arising from a previous public contract, excepting convictions that have been pardoned, expunged, or annulled.
- The bidder has been convicted of a crime of moral turpitude or any felony, excepting convictions that have been pardoned, expunged or annulled, whether in this state, in any other state, by the United States, or in a foreign country, province or municipality. Bidders shall affirmatively disclose to the City all such convictions, especially of management personnel or the bidder as an entity, prior to notice of award or execution of a contract, whichever comes first. Failure to make such affirmative disclosure shall be grounds, in the City's sole option and discretion, for termination for default subsequent to award or execution of the contract.
- More likely than not, the bidder will be unable, financially or otherwise, to perform the work.
- At the time of bid opening, the bidder is not authorized to do business in Washington, is not registered as a contractor in Washington, or otherwise lacks a necessary license, registration or permit.
- Such other information as may be secured having a bearing on the decision to award the contract.
- Any other reason deemed proper by the City.

LIQUIDATED DAMAGES

Time is of the essence and the goods described herein must be completely furnished, installed, and operational by the date promised or the City of DuPont will suffer harm. The vendor agrees to pay the City of DuPont, as liquidated damages, a sum equal to 1% of the original contract award amount, excluding Washington States Sales Tax, for each and every calendar day that delivery is not made after the date promised. This amount shall be fixed as liquidated damages that the City of DuPont will suffer by reason of such delay, and not as a penalty. The City of DuPont shall have the right to deduct and retain the amount of such liquidated damages from any monies due the supplier. The supplier shall be entitled to a reasonable extension of time for unavoidable delay in delivery due to causes not reasonably foreseeable by the parties at the time of the Contract/Purchase Order execution, and that are entirely beyond the control and without the fault or negligence of the supplier. These causes include, but are not limited to, acts of God or the public enemy, war or other national emergency making delivery temporarily impossible or illegal, acts or omissions of other suppliers, strikes and labor disputes not brought on by any act or omission of the supplier, fire, flood, epidemics, quarantines, or freight embargos.

CUSTOMER REFERENCES

All bids must include a minimum of two non-vendor owned customer references presently using the proposed equipment in a comparably sized order/installation to the City of DuPont's requirements.

The Bidder must include the following for each reference:

Company Name
Business Address
Name of Contact
Title of Contact
Telephone Number of Contact
Description of Order/Installation
Date Order Installed

The City of DuPont may, at its option, contact other known vendor customers for references.

ADDENDA

Bidders are responsible to check the City of DuPont's website for the issuance of any addenda prior to submitting a bid. The address is www.ci.dupont.wa.us (see Public Notices).

PRE-BID CONFERENCE

No pre-bid conference will be held for this procurement.

BID OPENING LOCATION

Sealed bids will be opened and read aloud at 9:00 AM, Friday, April 6, 2007, at DuPont City Hall, 303 Barksdale Avenue, DuPont, WA 98327.

Erin Larsen
DuPont City Clerk

SPECIFICATIONS FOR ONE (1) TRACTOR & MOWER

Bidders must respond to each listed Specified Item (Except as noted as “N/A” or “Info Only” by the City) in the “YES”, “NO”, “COMMENTS” areas provided. When areas are left blank, this may be cause to deem bid “non-responsive”. Bidders may list variations to these minimum specifications in the “COMMENTS” section of the Bid sheets. Bidders may also suggest alternatives to specified name brand products by the City of DuPont in the “COMMENTS” section as an “Approved Equal”. To be considered as an “Approved Equal”, the specifications of the suggested alternative must be attached for our review. Bidders are also encouraged to list and price any options that are felt to enhance the use and value to the City as well. All standard equipment to be included specified or not. It will be understood that the commodity put forth for the City’s consideration will be in accordance with the latest codes, standards, and practices of its respective industry. The City of DuPont also reserves the right to waive, decline, or take exception to any order if specifications and/or warranty requirements are not met or if changes are not approved.

Tractor Components	Description	Yes	No	Comments
Engine	4 Cylinder (min) with ISO mounted to a rigid chassis frame. 90-95 horsepower or equivalent.			
Transmission	Automatic Min. of 12 forward and 12 reverse speeds			
Width	Legal for travel on streets and roads			
Cab	Tractor to be equipped with OSHA approved fully enclosed cab with two entry doors. Standard air conditioning & climate controls			
Chassis	The chassis shall be on the structural frame that includes 4-point ISO mounting for the engine and transmission.			
Rear Axle	Locking rear axle			
Brakes	The brakes must be able to operate independently or locked together for simultaneous operation.			
Fuel Tank Capacity	Standard for the model offered			
Tires	Tires shall be constructed of bias ply material and of standard tire size for the model offered.			
Training	The Contractor shall provide training and at least one copy of manuals to the Public Works Department staff on the operation of both the tractor and mower.			

Mower Components	Description	Yes	No	Comments
Mower head attachment	23-foot side-mount boom mower with at least 160 degree rotation and rear mower			
Cutting Width	60 inch flail head (rear and side)			
Stow Width	Not to exceed 102 inches (8 ½ feet)			
Joystick	Electronic 4 axis proportional control			

**CITY OF DUPONT
TRACTOR & BOOM MOWER
BID SUBMITTAL SHEET**

(page 1 of 3)

A. Specify pricing for requested tractor and mower:

Item #	Description	Unit Price
	State the make and model of tractor and boom mower being offered.	
1.	4x 4 Tractor, 90-95 hp Make & Model Offered: _____	\$
2.	23 Foot Side Boom Mower, and Rear Mower attachment Make & Models Offered _____	\$
Net Offer		\$
____.____ % Wash. St. Sales Tax		\$
TOTAL		\$

B. Accessories/Features

Please quote on this list of optional features. The City does not guarantee the purchase of any of these features other than what has been specified herein. However, the City retains the right to add on any features that it desires which are in the best interest of the City. Additionally, this list may be used by other public entities that may desire different features than what the City of DuPont is requesting as standard equipment.

Optional Equipment	Description	Yes	No	Price Offered (For deducts please use the - sign)	Comments
Tractor	Front Tires to be made of highway tread material			\$	
Tractor	Outside tractor lighting with back-up alarm			\$	
Tractor	4 x 2 front axle			\$	
Tractor	List and provide pricing for all available fuel capacity options: Option #1 _____ Option #2 _____ Option #3 _____			\$ \$ \$	
Tractor	Rear 3 point hitch			\$	
Tractor	Optional front hitch			\$	
Tractor	Climate controls to maintain constant cab temperature			\$	

Tractor	Electronic/digital display instrumentation.			\$	
Tractor	Electronic auto speed shift transmission or equal			\$	
Tractor	List other available deluxe cab options. Option #1 _____ Option #2 _____ Option #3 _____ Option #4 _____ Option #5 _____ Option #6 _____			\$ \$ \$ \$ \$ \$	
Mower	Mower Cutting Width – 60 inch rotary mower head			\$	
Mower	Counter wheel weights			\$	
Mower	Dual gate for rotary mower head			\$	
Mower	Vegetation Sprayer mounted to the mower head			\$	
Mower	List flail knife sizes Size #1 _____ Size #2 _____ Size #3 _____			\$ \$ \$	
Mower	Large One Button Joy stick for tractor cab (US Mower part # 2559652)				
Repair Manuals or CD	List cost per copy for one (1) - Repair Manual: CD:			\$ \$	

State the number of calendar days to have equipment delivered, installed, and operational after receipt of order: _____

PAYMENT TERMS: Payment shall be in 30 days of receipt of invoice. Specify other payment options:

Check box if you offer a prompt payment discount: %_____. Specify terms:

Check box if you accept VISA or MasterCard for payment.

Check here if the prompt payment discount applies to VISA or MasterCard payment.

FULL LEGAL NAME OF COMPANY: _____

CITY OF DUPONT
TRACTOR & BOOM MOWER
BID SUBMITTAL SHEET (page 3 of 3)

Has the company operated at least 1 year without interruption? Yes:___ No:___

Has an owner of the company been convicted of a crime within the past 10 years? Yes:___ No:___

Does any employee or official of the City have any financial or other interest in your firm? Yes:___ No:___

Undersigned acknowledges that addenda _____ through _____ have been taken into account as part of this offer.

The undersigned hereby accepts the terms and conditions as set forth herein. **This must be signed and dated by the bidder or a representative legally authorized to bind the bidder.**

FULL LEGAL NAME OF COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

CITY OF DUPONT BUSINESS LICENSE # _____

City of DuPont
TRACTOR & BOOM MOWER
NO BID FORM

Dear Prospective Bidder:

If you determine not to submit a bid in response to this solicitation, we would very much appreciate your completing and returning this form for our records.

Reason for not submitting a bid in response to this solicitation: _____

FULL LEGAL NAME OF COMPANY _____

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

Thank you for your assistance. Please mail or fax to:

City of DuPont
Attn: Erin Larsen
303 Barksdale Avenue
DuPont, WA 98327
Fax: (253) 964-3554

City of DuPont
TRACTOR & BOOM MOWER
CUSTOMER REFERENCES

1. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Order/Installation _____

Date Order/Installation _____

2. Company Name _____

Business Address _____

Name of Contact _____

Title of Contact _____

Telephone Number of Contact _____

Description of Order/Installation _____

Date Order/Installation _____

VENDOR INFORMATION

Years of Operation: _____

Warranty Policies and Procedures: _____

City of DuPont
TRACTOR & BOOM MOWER
NON COLLUSION CERTIFICATION

I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an offer for this bid/quote, and is in all respects fair and without collusion or fraud.

The below signed bidder has not divulged to nor has discussed or compared his bid with other bidders and had not colluded with any other bidder or parties to bid whatsoever. Note: No premiums, rebates or gratuities to any employee or agent are permitted either with, prior to, or after any delivery of materials. Any such violation will result in the cancellation and/or return of material as applicable.

Company Name: _____

Mailing Address: _____

City-State-Zip: _____

Title: _____

Date: _____

Authorized Signature: _____

(written)

Authorized Signature: _____

(typed/printed)