

**City of Everett
Request for Quotes
Quote No. 2001-386
GAS POWERED RIDING TEE MOWER**

Written quotes will be received by the City of Everett Purchasing Division, 3200 Cedar Street, Everett, Washington 98201 until 2:00 p.m., Thursday, April 26, 2001, for the purchase of GAS POWERED RIDING TEE MOWER. Only quotes that arrive in the City of Everett Purchasing Office by the deadline will be accepted.

SPECIFICATIONS

Specifications and quote submittal sheet are attached. The City of Everett will consider both new equipment or demo equipment. Any demo model offered must have 150 hours or less use and include a full 2-year (new machine) warranty.

Vendors interested in submitting more than one bid may do so, providing each bid stands alone and independently complies with these instructions and specifications. Use a separate bid submittal sheet for each mower bid.

It shall be at the City's sole discretion whether to buy new or demo equipment.

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.

QUESTIONS

Questions regarding this request for quotes may be directed to Nancy Woods, (425) 257-8901 , or by email to nwoods@ci.everett.wa.us.

PRICING AND DELIVERY

Pricing and delivery shall be F.O.B. 3200 Cedar Street, Everett WA 98201.

The successful bidder will be required to possess or be able to obtain a City of Everett Business License and pay City of Everett B & O Tax, when applicable. B & O Tax questions may be directed to Everett City Clerk, (425) 257-8610.

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 Everett, 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 Everett agrees to furnish Bidder, upon acceptance of articles supplied under this order, with an exemption certificate, if necessary.

COOPERATIVE PURCHASING

RCW 39.34 allows cooperative purchasing between public agencies (political subdivision) in the State of Washington. Public agencies which have filed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett and which are actively participating may purchase from City of Everett contracts, provided that the Vendor has agreed to such participation. Each bidder shall indicate on the bid submittal form if he will honor other public agency orders in accordance with contract terms and conditions in addition to orders from the

City of Everett. The City of Everett does not accept any responsibility for purchase orders issued by other public agencies.

Public agencies desiring to use Everett's contracts must have executed an Intergovernmental Cooperative Purchasing Agreement with the City of Everett, as required by RCW 39.34. Only those public agencies who 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 effected by a purchase order from the public agency, directed to the Vendor or other party contracting to furnish goods or services to the City of Everett.

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

QUOTE SUBMITTAL

Fax quotes are not acceptable for this particular solicitation. All quotes must be mailed to the City of Everett Purchasing Division, 3200 Cedar Street, Everett, Washington 98201 and be received by the deadline.

Only firm quotes will be accepted and the City reserves the right to reject any or all quotes or waive any irregularities and informalities in the quotes submitted and accepted by the City. No bidder may withdraw his quote 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 awards to the lowest and most responsive bidder as deemed in the best interests of the City.

Nancy Woods, C.P.M.
Purchasing Manager

CITY OF EVERETT
SPECIFICATIONS FOR
ONE (1) GAS POWERED RIDING TEE MOWER
 (2001 FLEET ADDITION FOR GOLF DEPT)

The City of Everett may consider evaluating and purchasing a demo model with 150 hours or less and which includes a full 2-year (new machine) warranty.

PLEASE NOTE EXCEPTIONS TO SPECIFICATIONS IN COMMENTS COLUMN

	YES	NO	COMMENTS
1. ENGINE: To be a 1 or 2 cylinder, 4 cycle, air or water cooled gas, minimum 16 HP, electronic ignition.			
2. FRAME: To be constructed of welded tubular steel.			
3. TRANSMISSION: Variable speed			
4. BRAKES: Mechanical or hydraulic with parking brake.			
5. WEIGHT: Maximum of 1100 lbs.			
6. WIDTH OF CUT: Minimum of 59 in.			
7. WHEEL BASE: Minimum of 46 in.			
8. GAUGES: Hour meter, amp meter, and fuel gauge.			
9. BATTERY: 12 Volt automotive type.			
10. FUEL TANK: Minimum of 7 gal.			
11. CUTTING UNITS: Minimum of 8 blade with HOC 1/8 to 3/4". Tournament style bedknife. Single point reel to bedknife adjustment. Capability of utilizing verti-cutting units.			
12. ROLLERS: Cast iron Wiehle roller kit front, smooth roller rear.			
13. MANUALS: One set of maintenance (service, technical & parts) manuals, lube specifications, and operators manuals shall be furnished at time of delivery.			

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The City of Everett 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.

NOTE: BIDDER MUST RESPOND TO ALL PRODUCT SUPPORT AND WARRANTY QUESTIONS TO BE CONSIDERED FOR AWARD.

YES	NO	COMMENTS
		Noise Level:

Successful Bidder will enroll the City of Everett (which will hereafter be referred to as “the City”) with component Manufacturers to receive all technical bulletins and updates for the life of the vehicle/equipment, to include on-site/on- line access to the manufacturer's service information system at no charge to the City.

All manuals will be with the vehicle at time of Delivery.

GENERAL TERMS:

The following to be provided:

Latest model year

Fully serviced for immediate operation

Parts available within 48 hours

One (1) complete set of ALL filters, belts, and any other required service parts, to be provided for ONE equipment unit.

The City “noise level” target goal is 80 dB.
Please state the manufacturer’s published *legal* “noise level”.

Must meet *all* Safety Regulations insuring the safety of operators and equipment in operation.

Must comply with all applicable SAE, FMVSS, and ANSI, etc-recommended engineering/industry practices.

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TRAINING:

Technician Training may be at factory or on-site and will consist of, but not limited to, engine, transmission, brakes, wiring & electrical systems, hydraulics & suspension. Training will be within 60 days after delivery. Training not conducted at the City will include all expenses to training site and return to Everett. Training requested is for:

Day shift Technicians: 2 (Two) Hours.

Swing shift: Not Less Than 2 (Two) Hour.

Operator Training: to be on-site for 2 hours.

Technician and Operator Trainer: Vendor will provide all visual and teaching aids needed, and supply the City of Everett with two sets of all teaching aids such as video cassettes, tapes, computer disks or CD's.

Technical Problem Solving: Give name and phone number of a person or persons who would be available to assist in solving technical problems:

MINIMUM ACCEPTABLE WARRANTY

The vehicle/equipment and all contractor-installed components shall be warranted by the bidder and guaranteed to be free from defects, as follows: beginning at City of Everett established in-service date, Parts and labor must be covered at one hundred percent (100%). Warranty shall be based on normal operation of the vehicle under conditions prevailing in Everett area. Warranty period to be:

Two (2) year or 2000 hours whichever comes first, less normal wear and maintenance items.

Bidder to provide copies of all warranties with bid response.

YES	NO	COMMENTS
N/A	N/A	N/A
N/A	N/A	N/A
		Specify Warranty Coverage

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WARRANTY:

No charge per incident of warranty. Replacement will be free of any charge to the City.

The City is authorized to make minor emergency warranty repairs without pre-authorization and will be reimbursed by the bidder for parts and labor, not to exceed three hundred dollars (\$300.00) per incident.

For warranty repairs over \$300.00, the City will request approval before beginning repairs.

Any inconsistency or difference between the warranties extended to the City and those extended to the contractor by its suppliers, vendors and subcontractors, shall be at the risk and expense of the contractor. Such inconsistency or difference will not excuse the contractor's full compliance with its obligations to the City.

The contractor shall use all new parts and components unless authorized, in writing, by the City.

All warranty claims not returned to the City marked denied with an acceptable reason for denial, within sixty (60) days, will be automatically accepted as valid and billed to the contractor within 30 days.

The contractor shall reimburse the City for all costs associated with the warranty work accomplished. Including, but not limited to, one hundred percent (100%), plus thirty-five percent (35%) for handling of all parts needed for the warranty repair, as well as labor reimbursement, at the City's Labor rate, for all labor hours spent to make the warranty repair. As of January 1, 2001, the labor rate is \$69.68. This rate is subject to adjustment twice each year, but will not exceed a five percent (5%) increase for each adjustment.

Bidder will pay all transportation costs, to include towing, for all warranted repairs.

At no cost to the City, prior to warranty expiration, the bidder will make an equipment inspection and perform any warrantable repairs.

YES	NO	COMMENTS

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FLEET DEFECT CLAUSE:

If during the warranty period, twenty percent (20%) of the total number “units” delivered have parts and/or component failures requiring replacement and/or modifications, caused by defects in Design, Testing, Material, and/or Workmanship, then this “Fleet Defect Clause” goes into effect. The Contractor will, within thirty (30) days, pay for all necessary labor and material to repair, modify, and/or “update” all vehicles in this group. Warranty on items determined to be a “Fleet Defect” shall begin again and shall be extended to the time and miles of the original warranty.

Delayed warranty start instructions and any required forms required to be provided. City of Everett shall reserve the right to establish “In-Service Date” for “Warranty Start Date”.

If the failure of any system or subsystem causes the failure of another system, the warranty of the original failure will cover all subsequent failures.

The City will issue an invoice monthly to the Contractor for warranty reimbursement. The contractor shall Resolve all claims within thirty (30) days of the issuance of the invoice. Payment of all claims shall be by check or credit, if the credit is not used within one hundred eighty (180) days the City will invoice the contractor and request Payment by check from the contractor.

Replacement and/or rebuilt parts warranty will be one (1) year after installation or manufacturers warranty, if longer. Bidder is to provide to the City, at no cost, all forms, books or software, including points of contact, necessary to submit warranty claims.

Repairs made by the bidder shall begin within two (2) days of notification and be completed in a timely manner.

Warranty Parts to be shipped within two (2) days of request.

YES	NO	COMMENTS

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Return of Warranty Parts to be paid for by Bidder.

Time period of determining 'Not to Spec' conditions will not exceed forty-five (45) days after delivery.

Inspection information requested for factory visit.

Projected dates for product reviews as follows:

Pre-construction review

Mid-construction review

Final construction inspection

Prior to payment, equipment must pass inspection and have the following paperwork at time of delivery to the City:

M.S.O., at delivery.

Weight Slip of Completed unit, at delivery.

Odometer Statement for unit, at delivery.

Company or Cashiers Check for State of Washington License Fees, at delivery

Title Application for each unit, at delivery.

Original Invoice for each unit, at delivery.

Crane Certification for unit, at delivery.

During any **Warranty** repair, if the equipment will be “down” and unavailable for use for more than seven (7) working days, the City will be provided a loaner unit of like kind or be reimbursed for rental fees beginning on day one (1) and continuing until the equipment has been repaired and returned.

YES	NO	COMMENTS
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A
N/A	N/A	N/A

City of Everett
Quote No. 2001-386
GAS POWERED RIDING TEE MOWER
QUOTE SUBMITTAL SHEET

Bid Price for one (1) Gas Powered Riding Tee Mower as specified: \$_____

New Used, # hours: _____

Make/model bid: _____

Subtotal: \$_____

_____ % Wash. St. Sales Tax \$_____

TOTAL \$_____

Delivery time after receipt of order (calendar days) _____

Terms of payment _____

Do you certify that you are not on the Comptroller General's list of ineligible contractors nor the list of parties excluded from Federal procurement or nonprocurement programs? Yes No

Will you sell additional units to the City of Everett at the bid price until further notice? Yes No

Will you sell additional units to other government agencies within the State of Washington at the bid price, terms and conditions until further notice? The City of Everett accepts no responsibility for the payment of the purchase price by other government agencies. Yes No

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 _____

TYPE OF BUSINESS Corporation Partnership (general) Partnership (limited)

Sole Proprietorship Limited Liability Company

ADDRESS _____

CITY/STATE/ZIP _____

EMAIL ADDRESS: _____

PHONE _____ FAX _____

NAME (PLEASE PRINT) _____ TITLE _____

SIGNED _____ DATE _____

CITY OF EVERETT _____ UBI _____

BUSINESS LICENSE NUMBER _____ NUMBER _____

CITY OF EVERETT

STANDARD TERMS AND CONDITIONS

INVITATION TO BID, REQUEST FOR QUOTATION & PURCHASE ORDER CONTRACT

THE PURCHASE ORDER INCLUDES THE FOLLOWING TERMS AND CONDITIONS AND INCLUDES, BUT IS NOT LIMITED TO THE INVITATION TO BID, REQUEST FOR QUOTATIONS, SPECIFICATIONS, PLANS, AND PUBLISHED RULES AND REGULATIONS OF THE CITY OF EVERETT AND THE LAWS OF THE CITY OF EVERETT PURCHASING DIVISION AND THE STATE OF WASHINGTON, WHICH ARE HEREBY INCORPORATED BY REFERENCE.

1. **CHANGES** No alteration in any of the terms, conditions, delivery price, quality, quantities, or specification of this order will be effective without written consent of the Purchasing Manager or appropriate Buyer.
2. **HANDLING** No charges will be allowed for handling, including but not limited to packing, wrapping bags, containers or reels, unless otherwise stated herein.
3. **DELIVERY** For any exception to the delivery date as specified on this order, vendor shall give prior notification and obtain written approval thereto from the Purchasing Manager or appropriate Buyer with respect to delivery under this order. Time is of the essence and the order is subject to termination for failure to deliver as specified and/or appropriate damages.
The acceptance by the Purchaser of late performance with or without objection or reservation shall not waive the right to claim damage for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Vendor.
4. **PAYMENTS, CASH DISCOUNT, LATE PAYMENT CHARGES** Invoices will not be processed for payment nor will the period of computation for cash discount commence until receipt of a properly completed invoice or invoiced items are received, whichever is later. If an adjustment in payment is necessary due to damage or dispute, the cash discount period shall commence on the date final approval for payment is authorized.
5. **SHIPPING INSTRUCTIONS** Unless otherwise specified, all goods are to be shipped prepaid, F.O.B. Destination. Where shipping addresses indicate room numbers it will be up to the Vendor to make delivery to that location at no additional charge where specific authorization is granted to ship goods FOB shipping point. Vendor agrees to prepay all shipping charges, route as instructed or if instructions are not provided, route by cheapest common carrier and to bill the Purchaser as a separate item on the invoice for said charges. Each invoice for shipping charges shall contain the original or a copy of the bill indicating that the payment for shipping has been made. It is also agreed that the Purchaser reserves the right to refuse COD shipments.
6. **REJECTION** All goods or materials purchased herein are subject to approval by the Purchaser. Any rejection of goods or material resulting because of nonconformity to the terms and specifications of this order, whether held by the Purchaser or returned, will be at Vendor's risk and expense.
7. **IDENTIFICATION** All invoices, packing lists, packages, shipping notices, instruction manuals, and other written documents affecting this order shall contain the applicable purchase order number.
8. **INFRINGEMENTS** Vendor agrees to protect and save harmless the Purchaser against all claims, suits or proceedings for patent, trademark, copyright or franchise infringement arising from the purchase, installation, or use of goods and materials ordered, and to assume all expenses and damages arising from such claims, suits or proceedings.
9. **WARRANTIES** Vendor warrants that articles supplied under this order conform to specifications herein and are fit for the purpose for which such goods are ordinarily employed, except that if a particular purpose is stated, the material must then be fit for that particular purpose.
10. **ASSIGNMENTS** The provisions or moneys due under this contract shall only be assignable with prior written consent of the Purchasing Manager or appropriate Buyer.
11. **TAXES** Unless otherwise indicated the Purchaser agrees to pay all State of Washington sales or use tax. No charge by Vendor shall be made for federal excise taxes, and the Purchaser agrees to furnish Vendor, upon acceptance of articles supplied under this order with an exemption certificate.
12. **LIENS, CLAIMS AND ENCUMBRANCES** Vendor warrants and represents that all the goods and materials ordered herein are free and clear of all liens, claims, or encumbrances of any kind.
13. **RISK OF LOSS** Regardless of FOB point, Vendor agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery. Such loss, injury or destruction shall not release Vendor from any obligation hereunder.
14. **SAVE HARMLESS** Vendor shall protect, indemnify, and save the Purchaser harmless from and against any damage, cost or liability for any injuries to persons or property arising from acts or omissions of Vendor, his employees, agents or subcontractors howsoever caused.
15. **PRICES** If price is not stated on this order, it is agreed that the goods shall be billed at the price last quoted or paid, or prevailing market price whichever is lower.
16. **TERMINATION** In the event of a breach by Vendor of any of the provisions of this contract, the Purchaser reserves the right to cancel and terminate this contract forthwith upon giving oral or written notice to Vendor. Vendor shall be liable for damages suffered by the Purchaser resulting from Vendor's breach of contract.
17. **NONDISCRIMINATION AND AFFIRMATIVE ACTION** The vendor agrees not to discriminate against any client, employee or applicant for employment or services because of race, creed, color, national origin, sex, marital status, age or the presence of any sensory, mental or physical handicap with regard to, but not limited to, the following employment upgrading, demotion, or transfer, recruitment or recruitment advertising, lay-offs or termination, rates of pay or other forms of compensation, selection for training or rendition of services.
It is further understood that any vendor who is in violation of this clause or an applicable Affirmative Action Program shall be barred forthwith from receiving awards of any purchase order from the CITY unless a satisfactory showing is made that discriminatory practices or noncompliance with applicable Affirmative Action Programs have terminated and that a recurrence of such acts is unlikely.
18. **LABOR AND INDUSTRIES** Contractor is required to procure Labor and Industries permits LI 700-7 and LI 700-29 and abide by the requirements thereof. Copies of "Statement of Intent to Pay Prevailing Wages" and "Affidavit of Wages Paid" shall be submitted to the City Clerk and Department of Labor and Industries.
19. **ANTI-TRUST** Vendor and the Purchaser recognize that in actual economic practice overcharges resulting from anti-trust violations are in fact Borne by the Purchaser. Therefore, Vendor hereby assigns to the Purchaser any and all claims for such overcharges.
20. **DEFAULT** The Vendor covenants and agrees that in the event suit is instituted by the Purchaser for any default on the part of the Vendor, and the Vendor is adjudged by a court of competent jurisdiction to be in default, he shall pay to the Purchaser all cost, expenses expended or incurred by the Purchaser in connection therewith, and reasonable attorney's fees. The Vendor agrees that the Superior Court of the State of Washington shall have jurisdiction over any such suit, and that venue shall be laid in Snohomish County.
21. **BRANDS** 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 when available. Any bid containing a brand which 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.
22. **ACCEPTANCE BY ACCEPTING THIS PURCHASE ORDER IN WRITING OR BY DELIVERING THE MATERIAL ORDERED, YOU ACCEPT ALL OF THE TERMS AND CONDITIONS SET FORTH. FORMAL OBJECTION IS HEREBY MADE TO ANY ADDITIONAL OR DIFFERENT TERMS PROPOSED BY VENDOR AS A CONDITION OF ACCEPTANCE OR DELIVERY.**