



*City of Williams*

Project Bid Manual

**Golf Course Maintenance Equipment-Equipment and  
Lease/Purchase Financing**

Bids Due September 9, 2013 at 3:00 P.M.

## NOTICE OF INVITATION FOR BIDS

The City of Williams is accepting bids for **Golf Course Maintenance Equipment-Equipment and Lease/Purchase Financing**. Specifications are available at City of Williams, 113 S. 1<sup>st</sup> Street, Williams, AZ 86046, [www.williamsaz.gov](http://www.williamsaz.gov), or by calling 928-699-3103. Bids close September 9, 2013 at 3:00 P.M.

**City of Williams  
113 S. 1<sup>st</sup> Street  
Williams, AZ 86046  
Phone: 928-699-3103  
Fax: 928-635-4495**

**CITY OF WILLIAMS  
INVITATION FOR BIDS**

Sealed bids will be received at the office of the City Manager, 113 S. 1<sup>st</sup> Street, Williams, AZ, 86046 until 3:00 on September 9, 2013 for **Golf Course Maintenance Equipment-Equipment and Lease/Purchase Financing**. Additional information may be obtained by contacting City Manager, 113 S. 1<sup>st</sup> Street, Williams, AZ, 86046, or by calling (928) 699-3103.

Upon receipt of this Bid Package you must complete and return the bid acknowledgement form. You may fax or send directly to the City of Williams. Failure to do so will result in your firm not being notified of any bid changes.

The contract will be awarded to the lowest responsible bidder whose bid is responsive to this invitation for bids and will be most advantageous to the city. Responsible factors to be considered may include but are not limited to, the bidders past performance on other contracts, and other matters set forth by the City of Williams. The award may be made to other than the lowest price bid.

The City of Williams retains the right to reject any and all bids.

**BID ACKNOWLEDGEMENT**

CITY OF WILLIAMS  
113 S. 1<sup>ST</sup> STREET  
WILLIAMS, AZ 86046  
PHONE (928) 699-3103  
FAX (928) 635-4495

UPON RECEIPT OF THE REQUESTED BID DOCUMENTS, YOU MUST COMPLETE THE FOLLOWING INFORMATION AND FAX THIS PAGE BACK TO (928) 635-4495. THE RETURN OF THIS PAGE IS THE ONLY WAY A BIDDER WILL RECEIVE ADDENDUM'S. FAILURE TO RETURN THIS PAGE UPON RECEIPT OF THE BID DOCUMENT MAY MAKE YOU INELIGIBLE TO PARTICIPATE IN THE BID.

**BID ITEM: Golf Course Maintenance Equipment-Equipment and Lease/Purchase Financing**

**Due September 9, 2013 at 3:00 P.M.**

COMPANY NAME \_\_\_\_\_ - \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

MAILING ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

PHONE NUMBER \_\_\_\_\_ FAX NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

**MUST BE RETURNED IMMEDIATELY TO THE CITY OF WILLIAMS**

**CITY OF WILLIAMS  
GENERAL TERMS AND CONDITIONS**

**PREPARATION:** Bids shall be submitted in a sealed envelope addressed to the City of Williams, 113 S. 1<sup>st</sup> Street, Williams, AZ 86046 marked “Sealed Bids” and identified by the material or service description, opening date and time. When submitting a no bid, indicate on the outside of the envelope “No Bid”. The entire bid package including all instructions is to be returned and properly fastened together.

All bids must be made on city bid forms and duly signed by an authorized representative of the bidder.

Bids faxed to the City of Williams cannot be accepted.

Bids received after the stipulated bid opening date and time will not be considered.

The City is not responsible for any bidder’s errors or omissions.

All prices quoted will reflect the total cost to the City for the product, FOB Williams and to include all applicable taxes, and delivery charges. The City is exempt from Federal Excise Tax; however, Arizona, City of Williams and local sales taxes do apply.

Prices shall be submitted on a per unit basis by line item when applicable. In the event of a disparity between the unit and extended price, the unit price shall prevail.

**Sales Tax:** The City of Williams will not pay any taxes on invoices received unless an Arizona Transaction Privilege license number or Arizona Use Tax number is listed below. The City will figure applicable taxes to bids received from out of state vendors who do not list an Arizona Use Tax Number for tabulation and total cost evaluation.

Arizona Sales Tax Number (TPT Number):\_\_\_\_\_

Arizona Use Tax Number:\_\_\_\_\_

Refer to the following to determine if the freight or delivery charges are taxable:

Delivery charges are considered non-taxable and exist only when the total charges to the ultimate customer or consumer include, as separately charged to the ultimate customer, charges for delivery to the ultimate customer, whether the place of delivery is within or without the City, and when taxpayer’s books and records show the separate delivery charges. **Delivery charges if separately stated are considered to be non-taxable.**

Freight charges for delivery from place of production or the manufacturer to the vendor either directly or through a chain of wholesalers or jobbers or other middlemen are deemed “freight-in” and are not considered delivery. **Freight-in charges are taxable.**

**City of Williams  
Standard Bid Requirements**

**The Standard Bid Requirements shall apply unless specifically changed by the detailed specifications prepared for each bid item.**

**SPECIFICATIONS:** All bids shall be for **new** merchandise unless otherwise specified.

The specifications listed as part of this bid are to reflect the minimum standards required by the City. All exceptions to the City's specifications must clearly be stated in the vendor's bid. If no exceptions are stated by the vendor the City will assume the vendor's bid is equal or exceed the specifications at the vendor's risk of correcting or replacing the equipment at the vendor's own cost.

The vendor is to submit with their bid full descriptive information on all products offered for consideration.

Bidders who feel specifications are overly restrictive or otherwise improper or inadequate should submit their concerns in writing at least five days in advance of the bid opening. The City Manager may issue, by telephone and/or confirm by mail, to all known bidders, an addendum explaining the City's position on the question(s) raised.

**FINANCING:** Each bidder shall also be prepared to fully finance the Equipment for the City. The City intends to enter into a five (5) year lease-purchase financing agreement. Payments are to be equally distributed over five (5) years, with the first payment due prior to June 30, 2014. After the final payment payment has been made, ownership of the equipment shall transfer, in its entirety, to the City.

**USE OF BRAND NAMES:** The use of the name of a manufacturer, brand, make or catalog designation specifying an item does not restrict bidders to that manufacturer, brand, make or catalog designation. This is used to simply indicate the character, quality and/or performance equivalence of the commodity on which proposals are submitted. In submitting a proposal on a commodity other than specified, bidder shall furnish complete data and identification with respect to the commodity they propose to offer. If a vendor does not indicate that the commodity offered is other than specified, it will be construed to mean that the bidder proposes the exact commodity as described.

**ADDITIONAL INFORMATION:** All questions, clarifications and requests for additional information are to be put in writing and faxed or mailed to the attention of:

Golf Superintendent  
City of Williams  
113 S. 1<sup>st</sup> Street  
Williams, AZ 86046  
Fax Number: 928-635-4495  
Email: [golf@williamsaz.gov](mailto:golf@williamsaz.gov)

The City **shall not** be responsible for vendors adjusting their bids based on any oral instructions made by any employees or officers of the City regarding the proposal instructions, drawing, specifications, or contract documents. All changes to the bid will be in the form of a written addendum, which will be furnished to all vendors who are listed with the City as having received the bid.

**MATERIAL SAFETY DATA SHEET:** Vendor is to supply Materials Safety Data sheets (M.S.D.S.) in accordance with Federal requirements with their bid response if applicable. If a bid is submitted without the MSDS, the bid may be considered non-responsive. Vendors entering the City workplace with materials requiring M.S.D.S. will supply the City with a M.S.D.S. covering those particular products the vendor may expose City employees or the general public to while working at the site.

**WARRANTY:** Seller expressly warrants that all goods and services covered by this bid shall conform to the specifications, drawings, samples or other description upon which the order is based, shall be fit and sufficient for the purpose intended, merchantable, of good material and workmanship and free from defect and that the goods and services of the seller's design will be free from defect in design. Inspection, test, acceptance or use of the goods furnished hereunder shall not affect the seller's obligation under this warranty and such warranties shall survive inspection, test, acceptance and use. Seller agrees to replace or to correct defects of any goods or services not conforming to the foregoing warranty promptly, without any expense to the City including shipping and transportation cost, when notified of such nonconformity by the City. In the event of failure by Seller to correct defects in or replace non-conforming goods or services promptly, City, after reasonable notice to the Seller, may make such corrections or replace such goods and services and charge seller for the cost incurred by the Buyer thereby.

The bidder's product, service and facilities shall be in full compliance with all applicable Federal, State and Local health, environmental and safety laws, regulations and ordinances, regardless of whether or not they are referred to by the City.

The vendor represents and warrants that all software and/or equipment offered in this bid will function without error or interruption related to date data, specifically including errors or interruptions related from functions which may involve date data from more than one century; the software and/or equipment requires that all date data include an indication of century in each instance; and all data output and results, in any form, shall include an indication of century in each instance.

All items shall be guaranteed for a minimum period of two (2) years unless otherwise specified against defects in materials and workmanship, except where it can be shown that the defect was caused by misuse and not faulty manufacturing.

The vendor is to state the warranty period offered and enclose a copy of the complete manufacturer's warranty information.

**PATENTS:** Seller agrees upon receipt of notification to promptly assume full responsibility for defense of any suit or proceeding which may be brought against the City of its agents, for alleged patent infringement, as well as for any alleged unfair competition resulting from similarity in design, trademark or appearances of goods or services furnished hereunder, and seller further agrees to indemnify the City and its agents against any and all expenses, losses, royalties, profits and damages including court costs and attorneys fees resulting from any such suit or proceeding, including any settlement.

The City may be represented by and actively participate through its own counsel in any such suit or proceeding if it so desires, and costs of each representation shall be paid by Seller.

**INDEMNIFICATION:** Seller shall defend, indemnify and hold harmless the City of Williams against all damages, claims or liabilities and expenses (including attorney's fees) arising out of or resulting in any way from any defect in the goods or services purchased hereunder, or from defects in design, or from any act or omission of seller, its agents, employees or subcontractors. This indemnification shall be in addition to the warranty obligations of seller.

**EVALUATION:** All things being equal on bids received, preference will be given to resident bidders of the City and to commodities produced or manufactured in the City and State.

If there is more than one item in a bid pack, the bid will be awarded on an item basis unless stated otherwise by the City in the bid package. If the vendor is submitting an all or none bid, please indicate so in the space provided here. Item prices are still to be shown on all or none bids.

All or none bid submitted by vendor ( ) YES – Initials.

When determining the low responsive bid price the City will include the cost of options requested and selected, if any, as a part of the total bid price.

When evaluating bids, the City may incorporate known cost factors associated with the bid in determining the lowest responsive bid.

The City Council reserves the right to reject any and all bids, or any part thereof; to accept any bid or any part thereof; or to waive any informalities when it is deemed to be in the City's best interest.

**ACCEPTANCE:** All bids submitted to the City of Williams are to remain firm for a minimum period of 90 calendar days from the date the bids were officially opened, unless otherwise specified.

The successful vendor's bid is not officially accepted until such time as the vendor either receives a purchase order or a written notice of acceptance from the City of Williams Finance Director.

**DELIVERY:** The time of delivery must be stated in definite terms and may be a factor in making an award. Delivery must be made in accordance with the delivery time specified in the bid.

Risk of loss and/or damage shall be upon the seller until such time as the City has physically accepted the goods.

**PAYMENT:** All invoices will be paid 30 days after received by the City of Williams.

**COMPLIANCE:** It is agreed that the bidder shall be fully responsible for making any corrections, replacements, or modifications necessary for specification or legal compliance. Bidder agrees that if the product or service offered does not comply with the forgoing, the Finance Director has the right to cancel the sale at any time with full refund within 90 calendar days after notice of non-compliance and bidder further agrees to be fully responsible for any incidental and/or consequential damages suffered by the City.

**TERMINATION:** The City of Williams reserves the right to terminate this contract for non-performance by the vendor. The vendor may be given a reasonable opportunity to correct the deficiency prior to termination.

**MEDIATION:** If a dispute arises out of or relates to this agreement, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to resolve the dispute by mediation before resorting to litigation or some other dispute resolution procedure. Mediation shall be self-administered and conducted under the procedures in use by the alternative Dispute Resolution Program of the City of Williams Superior Court, unless other procedures are agreed upon by the parties. Each party agrees to bear its own costs in mediation. The parties will not be obligated to mediate if an indispensable party is willing to join the mediation.

This agreement does not constitute a waiver of parties' right to initiate legal action if a dispute is not resolved through good faith negotiation or mediation, or if provisional relief is required under the Arizona Rules of Civil Procedure.

**NON-EXCLUSIVE CONTRACT:** Any contract resulting from this bid shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Williams. The City reserves the right to issue multiple awards and to purchase from other sources when necessary.

**BID TABULATION:** The City will not disclose bid results over the telephone. Bid tabulations will be available for review at the City Office at 113 S. 1<sup>st</sup> Street, Williams, AZ 86046. Those bidders who would like a copy of the bid results may obtain one by sending a stamped self addressed envelope with their request.

**GOVERNING LAW AND JURISDICTION:** This agreement shall be governed by and construed in accordance with the laws of the state of Arizona.

**SUBSEQUENT PURCHASES:** The City of Williams reserves the right to purchase additional items as listed in this bid, if the vendor is willing to offer the same terms, conditions, and prices as submitted in this bid for a period of twelve (12) months from the date of City Council approval.

**Golf Course Maintenance Equipment  
SPECIAL CONDITIONS AND TERMS**

<b>Specifications</b>	<b>Bidder Complies</b>	
	<b>Yes</b>	<b>No</b>
<p style="text-align: center;"><b>SPECIFICAIONS FOR Golf Course Maintenance Equipment-Equipment and Financing</b></p> <p><b><u>INTENT OF SPECIFICATIONS:</u></b></p> <p>It is the intent of the City of Williams to purchase Golf Course Maintenance Equipment and finance said equipment over five years through financing offered by the successful bidder.</p> <p>This specification is intended to set the minimum acceptable standards regarding these specifications, consider all capacities as minimum and all dimensions as nominal unless otherwise indicated.</p> <p>Any reference to a specific product is made for the sole purpose of identifying the type and quality of the equipment required and is not intended to restrict or limit bidding to a single vendor.</p> <p>Any comparable equipment that meets these specifications will be considered. This bid will be awarded in the best interest of City of Williams.</p> <p>All components shall be manufacturer's standard; no prototype units or models not currently in production will be considered.</p> <p><b><u>REQUIREMENTS:</u></b></p> <p><b>DELIVERY:</b> The vendor shall be responsible for delivery of all materials in a complete and ready for use condition. Materials delivered shall be free of decals or emblems identifying or advertising the vendor. The standard manufacturer's identification is acceptable. The vendor is responsible for ensuring the delivery performance of subcontractors.</p> <p>Delivery shall be accomplished during normal working hours. Working hours are 7:00 AM to 4:00 PM, Monday through Friday. The FOB point shall be Elephant Rocks Golf Course, 2200 Country Club Drive, Williams, Arizona 86046.</p> <p>At least one (1) copy of the vendor's invoice addressed to the City of Williams, 113 S. 1<sup>st</sup> Street, Williams, AZ 86046 shall be presented at the time of delivery.</p> <p><b>ACCEPTANCE:</b> The equipment delivered shall be subject to a complete inspection prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the vendor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent re-deliveries occur.</p>		

Specifications	Bidder Complies	
	Yes	No
<p><b>TRANSPORT:</b> The vendor shall be fully responsible for the transport of the equipment from the designated FOB point, and for the correction of items or workmanship not in compliance with the specifications. After acceptance, all transportation costs for warranty repairs and manufacturer modification recall, are the responsibility of the vendor.</p> <p>The vendor shall be responsible for any loss or damage to City property while such property is in his possession and/or subject to his control.</p> <p><b>CANCELLATION:</b> Failure to provide materials, supplies, equipment or instruments in accordance with these specifications or failure to meet the stated delivery commitment, shall be cause for immediate cancellation of the contract.</p> <p><b>WARRANTY:</b> All materials purchased on this bid shall be purchased from one vendor. That one vendor shall be fully responsible for all warranty performance relating to any part or component of the purchased materials.</p> <p>The vendor's responsibility shall include all warranty involving sub-contractors.</p> <p>The vendor shall supply a minimum twenty four (24) month warranty on all defective parts and workmanship from the initial in-service date as reported by City of Williams. The vendor shall guarantee further that the equipment to be supplied complies with all applicable regulations.</p> <p>The vendor shall state in writing the conditions and duration of the warranty bid in detail on an attachment to the bid.</p> <p>The vendor shall include with the bid package a list of locations within Arizona from which warranty work will be administered. Preference will be given to vendors with established local primary warranty repair facilities within 50 miles of Williams, Arizona.</p> <p><b>PRIMARY WARRANTY LOCATION:</b> <u>City of Williams</u>  <u>Location: Elephant Rocks Golf Course</u></p> <p><b>DESCRIPTIVE LITERATURE:</b> All vendors must submit complete manufacturer's descriptive literature regarding the materials they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Any discrepancies between the literature submitted and what is indicated on the specification pages shall be fully explained and attached with the bid. Failure to include this information may result in the bid being rejected.</p> <p><b>BRAND NAMES:</b> The "brand name" descriptions used in the specifications are intended to be descriptive only and are to indicate the quality and characteristics of products that will be satisfactory. Bids for products other than the referenced product will be considered for award if such products are identified in the bid and are determined by the City to be acceptable alternates in all material respects to the brand name product referenced. The vendor shall provide sufficient information to enable evaluation by the City of the acceptability of the proposed product.</p>		

Specifications	Bidder Complies	
	Yes	No
<p><b>PARTS AVAILABILITY:</b> Submission of this bid shall guarantee by the vendor that a complete stock of replacement parts for the specified equipment is available within the United States. The City reserves the right to, and may base a portion of the evaluation on a vendor's past performance on timely repairs and parts and service availability as determined from experience and reference interviews.</p> <p><b>BID EVALUATION:</b> Bids will be evaluated on conformity to specifications with consideration for product reliability, quality, vendor support on previous bids, repair parts availability, and consumer acceptance. Primary bids only; NO ALTERNATIVE BIDS WILL BE ACCEPTED.</p>		
Specifications	Bidder Complies	
	Yes	No
<p><b>EXTENSION:</b> The City may, at its option, extend vendor's bid offering for a period of an additional twelve (12) months from the date of award, at the unit prices bid, to provide for the purchase of additional materials which meets the specifications herein. It is understood that no additional materials will be ordered without prior budget approval, the approval of the City of Williams Council and the approval of the successful bidder.</p>		
	Bidder Complies	
	Yes	No
<p><b><u>SPECIFICATIONS</u></b></p> <p><u>One</u> Fairway Mower:  Diesel Engine, 35.5 HP or greater  Five (5) cutting units, Eight (8) blade or greater, rear roller brushes  Overall cutting width 100"  2 Wheel Drive</p> <p><u>One</u> Rotary Rough Mower:  Diesel engine, 43.4 HP or greater  Five (5) 22" Rotary Cutting units, 90" cutting width or greater  All wheel drive</p> <p><u>Two</u> Gas Utility Vehicles:  31.5 HP or greater engine  Manual or automatic transmission (specify)  Utility dump box- 60" steel dump  Hand throttle  Total payload capacity 2850lbs or greater</p>		

One Bunker Rake:

16 HP or greater engine  
3 wheel drive  
Knobbed sand tires  
Rear sand rake  
Center Cultivator  
Light Kit

One Sweeper:

18 HP or greater engine  
Ride on or pull behine (specify)  
48" width sweeper head  
Rubber finger sweep reel  
1.75 cubic yard capacity or greater

One Deep Tine Aerator:

54" to 64" width  
10" depth or greater  
3 point hitch

One 200 Gallon Skid Sprayer:

Gas engine  
Direct Drive poly pump  
Manual controller  
Jet agitation  
20' spray boom or greater  
50' of 1/2" hose and hand spray gun

**City Of Williams  
Bid Form  
Golf Course Maintenance Equipment  
Due: September 9, 2013 at 3:00 p.m.**

**Company Name** \_\_\_\_\_

**Contact Person** \_\_\_\_\_

**Mailing Address** \_\_\_\_\_

**City, State, Zip** \_\_\_\_\_

**Phone Number** ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_      **Fax Number** ( \_\_\_\_ ) \_\_\_\_\_ - \_\_\_\_\_

**Delivery within** \_\_\_\_ **Calendar Days.** Vendor agrees to hold prices firm for \_\_\_\_ **days.**

Item Description	Quantity	Unit Price	Total Bid
	1		
	1		
Sales Tax ____%			
Total Bid \$			
Interest Rate for 5 Year Lease Purchase (Fixed)	n/a		
Total Yearly Payment	n/a	n/a	

Signature \_\_\_\_\_

Date \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Title \_\_\_\_\_

**City of Williams  
Golf Course Maintenance Equipment**

**CHECKLIST**

\_\_\_ TYPE SPECIFICATIONS

\_\_\_ RUN AD FOR TWO WEEKS      \_\_\_/\_\_\_/\_\_\_    AND \_\_\_/\_\_\_/\_\_\_

\_\_\_ SEND OUT SPECIFICATIONS TO VENDORS

\_\_\_ OPEN BIDS ON DUE DATE & TIME    \_\_\_/\_\_\_/\_\_\_    @ TIME \_\_\_\_\_

\_\_\_ EVALUATE BIDS

\_\_\_ BIDS & RECOMMENDATION TO COUNCIL

\_\_\_ AWARD BID & SEND COPY OF PURCHASE ORDER PO # \_\_\_\_\_

**City of Williams  
Golf Course Maintenance Equipment**

***SENT SPECIFICATIONS TO***

1. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
DATE SENT \_\_\_\_\_

2. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
DATE SENT \_\_\_\_\_

3. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
DATE SENT \_\_\_\_\_

4. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
DATE SENT \_\_\_\_\_

5. COMPANY NAME \_\_\_\_\_  
ADDRESS \_\_\_\_\_  
CITY, STATE, ZIP \_\_\_\_\_  
PHONE # \_\_\_\_\_ FAX # \_\_\_\_\_  
CONTACT PERSON \_\_\_\_\_  
DATE SENT \_\_\_\_\_