



Riverton City Purchasing

12830 South 1700 West * Riverton, Utah 84065

REQUEST FOR QUOTATION

Quotation No.: CC17124

**BEFORE REPLYING TO THIS QUOTATION PLEASE READ THE INSTRUCTIONS AND GENERAL PROVISIONS PROVIDED WITH THIS DOCUMENT
REPLIES MUST BE LEGIBLE**

Company: _____ Fed. ID No. _____

Legal Status: Sole Proprietor Non-Profit Corp. Profit Corp. Partnership Gov. _____

Ordering Address: _____

_____ Contact Person: _____

Department: _____ Phone: _____ Fax: _____

Requisition Number: 156251 E-Mail: _____

Inquiries Sent To: Craig Calvert Remit Address: _____

E-Mail: ccalvert@rivertoncity.com Price Guaranteed Until - Date: _____

Phone: 801-208-3175 Date Sent: 9/8/2017 Payment Terms: _____ Shipment will be made _____ A.R.O.

- The item(s) specified on this quotation are produced, mined, grown, manufactured, or performed in Utah? Yes No
IF **No** then where produced, etc.: _____
- Quotations must include manufacturer's descriptive literature & F.O.B. origin and destination freight cost or freight allowed or they may be rejected.
- Terms of shipment for F.O.B. origin means: Shipper load, carrier count and stow, consignee unload, freight collect!**

RETURN QUOTATION TO:
Riverton City
 Attn: Purchasing
 12830 S. Redwood Road
 Riverton, Utah 84065
 Phone: 801-208-3175
 Fax: 801-208-3176
 Visit the Riverton City Home Page at: www.rivertoncity.com

Note: Quotations MUST be received by:
September 14, 2017
THE QUOTATION NUMBER LISTED IN THE UPPER RIGHT-HAND CORNER OF THIS DOCUMENT MUST BE REFERENCED WHEN RETURNED.

FREIGHT INFORMATION:
 Shipping point and zip code: _____
 National Motor Freight Classification: _____
 Shipping Weight: _____

Item(s) and Specifications	Quantity	Unit	Net Unit Price	Extended Price
Front End Loader. One year lease with buyback agreement. See the attached buyback agreement form. The specification on the loader is a John Deere 544K-II 4WD or acceptable substitute.	1	Lot		-
Total Price, without freight (FOB Origin) \$ _____ -		Total Price, with freight (FOB Destination) \$ _____ -		

Receipt of addendum acknowledgement. Addendum # 1 2 3 4 5 6 _____

The undersigned certifies that the vendor is willing and able to furnish the item(s) specified on this quotation!

Vendors Authorized Agent: type or print NAME and TITLE) _____

Signature: _____ Date: _____

*Please SIGN IN INK or this quote may be rejected, Your signature indicates you have read and agreed to the Instructions & General Provisions.
Electronic submittal Implies signature*

Request for Quotation Instructions and General Provisions

"Failure to comply with the following instructions may cause rejection of this quotation"

1. Administrative Authority:

The administration of this purchasing process is conducted by the Riverton City Purchasing Agent. No contact of the City Mayor, City Council or any employee in regards to this solicitation other than those listed herein.

2. No Obligation Implied:

This Request for Quotation implies no obligation on the part of Riverton City.

3. Contract requirements:

Any contract that may arise from this Request for Quotation is subject to the following Terms and Conditions:

INDEMNIFICATION - The contractor agrees to protect, indemnify and hold Riverton City, the City Council, the Mayor, and all employees (collectively the "Indemnities") free and harmless from and against all losses, claims liens, demands and causes of action of every kind and character arising out of performance of the Work by the contractor or by its subcontractors, including the amount of judgment, penalties, interest, court costs and legal fees incurred by the Indemnities or any of them in defense of the same, arising in favor of any party, including governmental agencies or bodies, on account of, but not limited to, taxes, claims, liens, debts, personal injuries, death or damages to property (including property of Indemnities). The Contractor further agrees to; investigate, handle, respond to, provide defense for and defend any such claim, demand or cause of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if such claim, demand or cause of action is due solely to the fault of Riverton City and, release, indemnify and hold the Buyer, its officers, agents and employees harmless from liability of any kind or nature, including the contractor's use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in the performance of this contract. Riverton City is a governmental entity under the Governmental Immunity Act and waives no defenses, limits of liability or other rights.

INDEPENDENT CONTRACT - It is understood and agreed by the parties that the contractor is to act in the capacity of an independent contractor and as such will have no authorization, express or implied to bind Riverton City to any agreements. Contractor's officers and employees shall not be considered as employees or officers of the City and shall not be entitled to any employee benefits as City employees as a result of the execution of this agreement.

INSURANCE - The contractor agrees to acquire and maintain the appropriate insurance, in the appropriate amounts, for the service(s) provided. This may include, but not limited to workers compensation, liability and errors in omission. Proof of insurance will be provided to the City upon request.

WORKFORCE - The Contractor agrees to register and participate in the Status Verification System to verify the work eligibility status of the Contractor's new employees that are employed in the state. The Contractor further agrees to have each contractor or subcontractor who works for or under main contractor, certify by affidavit that the contractor or subcontractor has verified through the Status Verification System the employment status of each new employee of the respective contractor or subcontractor.

4. Riverton City Reservations:

The right is reserved to cancel this Request for Quotation or to accept or reject any or all quotes, and to waive any informality or technicality in any quote, in the interest of Riverton City. Riverton City reserves the right to award multiple contracts to more than one vendor for the same or similar items. Riverton City reserves the right for an option to renew or extend any contract that may arise from this Request for Quotation, not to exceed four (4) renewals or extensions. Unless specifically provided for elsewhere in this quote, multiple or alternate quotes will not be accepted. The City Mayor and City Council reserves the right to purchase such brands as it desires, irrespective of price. The right is reserved, unless supplier countermands, to increase or decrease the quantity of any item(s) as the quoted price. Riverton City reserves the right to cancel any item(s) not delivered after the purchase order issued. Riverton City reserves the right to select some or all of the items from any vendor unless an "all or nothing" statement is included in the quote. Riverton City does not guarantee to make any purchase from this quote. Estimated quantities are for quoting purposes only and are not to be interpreted as a guarantee to purchase any amount.

5. Failure to Quote:

Failure to respond may result in the removal of your firm from the vendor's list for the commodity(s) listed. Unless you advise the Purchasing Agent prior to the quote due date that you desire to receive future invitations to quote on this commodity. Three consecutive no responses will result in removal

6. Quote Preparation:

- A. Fill out this quote form completely filling in all blanks, either in ink or typewritten. All information provided must be legible.
- B. Errors may be crossed out and corrections made in ink or typewritten (no type covers) adjacent and must be initialed in ink by the person signing the quote.
- C. Any manufacturer's name, trade names, brand names or catalog number(s) used in this specification are there for the purpose of establishing and describing general performance and quality levels. Such references are not intended to be restrictive, and quotes are invited on these and comparable brands or products by any manufacturer. All items will be evaluated on an "**acceptable substitute**" basis unless stated otherwise, Riverton City determining acceptability.
- D. Price each item separately and extend, unless each item makes up a complete system or a lot price requested. Unit price will govern if there is an error in the extension.
- E. Furnish descriptive literature for each item quoted. If a substitute is offered make a full written explanation on the quote as to its brand name, model number etc.
- F. Submit your quote on the documents furnished herein.
- G. Do not quote on items you cannot supply promptly.
- H. Provide information on local availability of parts and service for all items quoted and service literature to allow for in-house maintenance and repairs

7. Quote Submittal:

- A. The quote must be signed in ink and delivered to Purchasing by the "**Due Date & Time.**" Quotes may be delivered via mail, fax or electronic means. **Electronic submittal implies signature.**
- B. Quotes, modifications, or corrections received after the closing time on the "**Due Date**" will be considered late.
- C. All purchases are subject to Riverton City purchasing ordinance.

8. Warranties:

Contractor warrants that all equipment, and/or materials, and/or labor that is furnished or performed will be free from defects for a minimum period of twelve (12) months from date of acceptance. Upon notice from the City of any defect during the applicable warranty period, the affected item, parts or work shall be redone, redesigned, repaired or replaced by contractor (at contractor's expense) at a time acceptable to the City.

9. Conformance Warranty:

Vendor warrants the item(s) quoted will conform to the description as quoted, and applicable specifications, and shall be of good and merchantable quality for the known purpose for which it is sold.

10. Quote Evaluation:

Any item quoted is subject to evaluation. Any item which fails to qualify for approval when evaluated shall not be accepted regardless of compliance to quote requirements.

Quotes will not be accepted from vendors who require assignment of payment to another agent. Note: Riverton City will only pay the vendor named on the order. Riverton City will not deal with a factor or make payment to such.

11. Antidiscrimination Act:

The vendor agrees to abide by the provisions of the Utah Antidiscrimination Act, Title 34 Chapter 35, U.C.A. 1953, as amended, and Title VI and Title VII of the Civil Rights Act of 1964 (USC 2000e), which prohibit discrimination against any employee or applicant for employment, or any applicant or recipient of services, on the basis of race, religion, color, or national origin; and further agrees to abide by Executive Order No. 11246, as amended, which prohibits discrimination on the basis of sex; 45 CFR 90 which prohibits discrimination on the basis of age, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of handicap. This purchase may be canceled if the vendor fails to comply with the provisions of these laws and regulations. **Vendor must include this provision in every subcontract or purchase order relating to purchases by Riverton City to insure that subcontractors and vendors are bound by this provision.**

Front End Loader Buyback Agreement

Under the agreement, the dealer whom the City purchased the attached front end loader will buy them it back from the City at the end of one (1) year. The purchase price will be as follows:

Fill in one of the following:

\$ _____ less than the original purchase price.

\$ _____ more than the original purchase price.

At the same price as the original purchase price.

Total hours on the front end loader end of the term will not exceed _____ miles.

If the hours exceed this amount the City will reimburse the dealer at a rate of \$ _____ per hour.

Riverton City agrees to maintain and service the loader to manufacture's specifications, as found in the respective owner's manual provided with the loader. Riverton City agrees to provide a record of the maintenance history upon request at any time during this period.

All glass is to be free from defects.

The loader's interior is to be free from holes and tears and have a reasonable appearance.

The loader's exterior is to be free from dents; however, the loader may have reasonable work wear.