

**City of Everett
Request for Quotes
Quote No. 2007-102
EOEM AMATEUR RADIO EQUIPMENT**

Written quotes will be received by the City of Everett Purchasing Division, 3200 Cedar Street, Everett, Washington 98201 until 2:00 p.m., Thursday, **November 1, 2007**, for the purchase of **EOEM AMATEUR RADIO EQUIPMENT**. 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.

Delivery & Invoicing is required no later than December 16, 2007.

Information regarding this solicitation, including bid results may be viewed on our website at <http://www.everettwa.org>.

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

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

Questions regarding this request for quotes may be directed to [Hope Hambridge](#) at (425) 257-8864, or by email to: ahambridge@ci.everett.wa.us.

PRICING AND DELIVERY

Prices bid shall include delivery and 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 subdivisions). 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.

MULTIPLE QUOTES

Vendors interested in submitting more than one quote may do so, providing each quote stands alone and independently complies with the instructions, conditions and specifications of this Request for Quotes.

SINGLE RESPONSE

A single response to this Request for Quotes may be deemed a failure of competition and in the best interest of the City of Everett, the Request for Quotes may be cancelled.

BIDDING ERRORS

The City of Everett will not be liable for any errors in vendor quotes. Vendors will not be allowed to alter quotes after the deadline for quote submission.

The City of Everett reserves the right to make corrections or amendments due to errors identified in quotes by the City of Everett 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 quotes.

When, after the opening and tabulation of quotes, a Bidder claims error, and requests to be relieved of award, he 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 his bid.

After opening and reading bids, the City of Everett 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 Everett.

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 Everett Accounts Payable
P O Box 12130
Everett, WA 98206

QUOTE REJECTION

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

WITHDRAWAL OF QUOTES

Vendors may withdraw a quote which 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 Buyer named in the request for quotes.

NON-ENDORSEMENT

As a result of the selection of a vendor to supply products and/or services to the City of Everett, the City of Everett 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 Everett in any literature, promotional material, brochures, sales presentation or the like without the express written consent of the City of Everett.

PROPRIETARY MATERIAL SUBMITTED

Any information contained in the proposal that is proprietary must be clearly designated. Marking the entire quote as proprietary will be neither accepted nor honored. If a request is made to view a vendor's quote, the City of Everett will comply according to the Open Public Records Act, Chapter 42.17 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 EVERETT

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

NO OBLIGATION TO BUY

The City of Everett reserves the right to refrain from contracting with any vendor. The release of this Request for Quotes does not compel the City of Everett to purchase.

COST OF PREPARING QUOTES

The City of Everett is not liable for any costs incurred by vendors in the preparation and presentation of proposals and demonstrations submitted in response to this Request for Quotes.

EVALUATION CRITERIA

In addition to price, the following elements shall be given consideration:

- 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 contracts or services;
- The previous and existing compliance by the bidder with laws relating to the contract or services;
- 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;
- Such other information as may be secured having a bearing on the decision to award the contract.

BRAND NAMES USED IN THIS SPECIFICATION

This is a brand name specification. It has been determined that only the identified brand name items will satisfy the City of Everett's needs.

The City of Everett 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 Everett'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 Everett to adequately review the proposal, including time for vendors to respond to questions and requests for additional information or clarification. The City of Everett 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.

SPLIT AWARD

The City of Everett reserves the right to split the bid and award to the lowest, most responsive bidders on an item by item basis. Any bid that is submitted on an “All or Nothing” basis should be marked as such.

ADDENDA

Bidders are responsible to check the City of Everett website for the issuance of any addenda prior to submitting a bid. The address is <http://www.everettwa.org>.

PREBID CONFERENCE

No prebid conference will be held for this procurement.

QUOTE SUBMITTAL

All quotes must be submitted on the regular forms provided in this document.

Fax quotes are welcome at (425) 257-8864 by the deadline. It is the bidder’s responsibility to make sure that fax quotes are received by the deadline. Bidders who delay transmitting fax quotes until near the deadline risk that other fax traffic may delay their fax transmission until after the deadline. Quotes received after the deadline will not be considered. Quotes may also be mailed or hand delivered to the City of Everett Purchasing Division, 3200 Cedar Street, Everett WA 98201 and must 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.

Hope Hambridge, CPPB
Buyer

City of Everett
Quote No. 2007-102
EOEM AMATEUR RADIO EQUIPMENT
BID SUBMITTAL SHEET
1 of 4

Company: _____

EOC HF Station Equipment					
Mfg	Model Number	Brief Description	QTY	Cost Each	TOTAL
Kenwood	TS-480SAT	Compact Base/transportable HF radio; 1.8 Mhz to 60 Mhz, 100 W	2		
Kenwood	MJ-88	Modular plug adapter for TS-480 microphone	2		
Kenwood	VGS-1	Voice memory unit	2		
Kenwood	YF-107SN	Filter, 1.8 KHz Narrow SSB	2		
Kenwood	YF-107C	Filter, 500Hz CW	2		
Kenwood	MC-60A	Desk microphone	2		
Kantronics	KAM-XL	Terminal Node Controller for PAKTOR communications with State EOC	2		
Astron	RS-50M	Linear power supply with meters (V, A)	2		
MFJ	MFJ-1129	Power distribution strip	2		
Bencher	YA-1	HF low pass filter as per SERS requirement	1		
MFJ	MFJ-949E	Delux Versa Tuner II, 1.8 to 30 Mhz antenna tuner	2		
Polyphaser	IS-50 NX-C0	Lightning arrest hardware	2		
Bencher - Butternut	HF9V	HF vertical antenna, 3.5 to 30 meter coverage	2		
Bencher - Butternut	CPK	Counterpoise kit for HF9V	2		
Kenwood	TM-D710	Successor model to D700A (D710 preferred over D700)	2		
Kenwood	VS-3	Voice Guide Module	2		
DCI	DCI-146/444-DB	Dualband Bandpass filter as per SERS requirement	1		
Polyphaser	IS-50 NX-C2	Lightning arrest hardware	2		
Comet	GP-9	Dualband Antenna, High Gain	2		
EOC HF Station Equipment -- Sub-Total					

City of Everett
Quote No. 2007-102
EOEM AMATEUR RADIO EQUIPMENT
BID SUBMITTAL SHEET
2 of 4

Company: _____

EOC VHF Station Equipment					
Mfg	Model Number	Brief Description	QTY	Cost Each	TOTAL
Alinco	DR-135mkIIT	VHF high band radio (2M) for local communication	3		
Alinco	DR-235T	UHF low band radio (1.25M) for local communication	3		
Alinco	DR-435mkIIT	UHF high band radio (70CM) for local communication	3		
Kantronics	KPC-9612 Plus	Terminal Node Controller for digital communications	3		
Astron	SS-18	Switching power supply, per radio	9		
DCI	DCI-146-4H	Bandpass filter, VHF/146MHz	1		
DCI	DCI-223.5-3H	Bandpass filter, UHF/222MHz	1		
DCI	DCI-445-10C	Bandpass filter, UHF/440MHz	1		
Polyphaser	IS-50 NX-C2	Lightning arrest hardware	6		
Comet	CFX-324A	Triplexer	6		
Comet	CX-333	Triband antenna (2M/1.25M/70CM)	6		
EOC VHF Station Equipment -- Sub-Total					
Misc. install hardware					
Mfg	Model Number	Brief Description	QTY	Cost Each	TOTAL
Motorola	HSN4038A	Mobile speaker 7 1/2 watt	16		
LMR	LMR-400	Coaxial cable	2000		
RF Industries	RFN-1006-3I	N style silver plated male crimp	130		
Misc. install hardware -- Sub-Total					

City of Everett
Quote No. 2007-102
EOEM AMATEUR RADIO EQUIPMENT
BID SUBMITTAL SHEET
3 of 4

Company: _____

EOC VHF Station Equipment - additional optional items					
Mfg	Model Number	Brief Description	QTY	Cost Each	TOTAL
Alinco	DR-135mkIIT	VHF high band radio (2M) for local communication	1		
Alinco	DR-235T	UHF low band radio (1.25M) for local communication	1		
Alinco	DR-435mkIIT	UHF high band radio (70CM) for local communication	1		
Kantronics	KPC-9612 Plus	Terminal Node Controller for digital communications	1		
Astron	SS-18	Switching power supply, per radio	3		
Polyphaser	IS-50 NX-C2	Lightning arrest hardware	7		
Comet	CFX-324A	Triplexer	7		
Comet	CX-333	Triband antenna (2M/1.25M/70CM)	7		

City of Everett
Quote No. 2007-102
EOEM AMATEUR RADIO EQUIPMENT
NO BID FORM

Dear Prospective Bidder:

If you determine not to submit a bid/quote 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/quote 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 Everett Purchasing Division
3200 Cedar Street
Everett WA 98201
Fax: (425) 257-8864

City of Everett
Quote No. 2007-102 EOEM AMATEUR RADIO EQUIPMENT 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)

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 F700-007-000 and F700-029-000 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.**