

**REQUEST FOR QUOTES
2021-1**

**Mid Mount Deck Mower, Rear Wheel Drive and 72-Inch Cutting Width
Installed with mulch kit**

City of Edgerton
12 Albion St
Edgerton, WI 53534
Telephone: (608) 884-3341

BIDS MUST BE SUBMITTED BY: FEBRUARY 11, 2021 AT 4:00 PM CENTRAL TIME.

QUOTES CAN BE MAILED OR PHYSICALLY DELIVERED TO:

City of Edgerton
12 Albion St
Edgerton, WI 53534

EMAILED TO JSALVO@CITYOFEDGERTON.COM or FAXED TO 608-884-8892

**BIDS SHALL BE SEALED IN AN ENVELOPE AND CLEARLY MARKED:
BID 2021-1 MID MOUNT DECK MOWER**

Bids will be opened and read at the above time, date, and address. The bids will be tabulated and referred to the City Council. The City of Edgerton reserves the right to reject any and all bids. Additional information about the bids may be obtained from:

Howard Moser
Municipal Services Director
(608) 884-3341
hmoser@cityofedgerton.com

Bids shall be submitted on the forms provided and must be manually signed. Bids received after the opening date and time will be rejected. The attached Instructions to Bidders, General Conditions, and Specifications shall become part of any purchase order resulting from this Request for Quotes.

It is the intent of City of Edgerton that this Request for Quotes promote competitive bidding. It shall be the vendor's responsibility to advise City of Edgerton if any language, requirements, etc. or any combination thereof, inadvertently restricts or limits the requirements stated in this Request for Quotes to a single source. Such notification must be submitted in writing and must be received by the City of Edgerton no later than three (3) days after the opening date.

INSTRUCTIONS TO BIDDERS

1. Opening Location

The bids will be publicly opened at

Edgerton City Hall
12 Albion St
Edgerton, WI 53534

at the time and date indicated in this Request for Quotes. All bidders or their representative are invited to attend or inquire on the award status information.

2. Delivery Requirements

Any bids received after the stated time and date will not be considered. It shall be the sole responsibility of the bidder to have the bid delivered to City of Edgerton for receipt on or before the time and date indicated. If a bid is sent by U. S. Mail, the bidder shall be responsible for its timely delivery. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for return of the bid at the bidder's request and expense.

3. Clarification and Addenda

Each bidder shall examine all Request for Quotes documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information pertaining to the Request for Quotes shall be made via email to Howard Moser at hmoser@cityofedgerton.com. City of Edgerton shall not be responsible for oral interpretations given by any employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretation, clarifications, or additional information can be given. It shall be the responsibility of each bidder, prior to submitting the bid to contact City of Edgerton to determine if addenda were issued and to make such addenda a part of the bid.

4. Bid Sheet

All pages of the Bid Sheet must be completed in full. The signer shall have the authority to bind the bidder to the submitted bid. Bidder shall sign the Invitation to Bid in the proper section with a manual signature of an authorized representative, and shall enter his/her title and date of the quote. Failure to properly sign or complete the bid form shall be grounds for invalidation. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid.

5. Expenses

All expenses for making bids to City of Edgerton are to be borne by the bidder.

6. Irrevocable Offer

Any bid may be withdrawn up until the date and time set above for opening of the Request for Quotes. Any quote not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to provide to the City of Edgerton the goods or services set forth in the attached specification until one or more of the bids have been duly accepted, or until all bids are rejected.

7. Lowest Evaluated Bid Price

Bids shall be evaluated on the basis of the lowest evaluated bid price. The lowest evaluated bid price shall mean the lowest responsive bid from a responsible bidder to sell goods and/or services of a quality which conforms to the quality of goods and/or services set forth in the attached Specifications, taking into account any Specifications submitted by the bidder, which objectively provide a better value to City of Edgerton. A responsible bidder is a bidder who is known to be fit and capable to perform the quotation as made.

8. Responsive Bidder

To be responsive, a bid must conform in all material respects to the requirements set forth in the Request for Quotes.

9. Forms, Variances, Alternates

Bids must be submitted on the attached Bid Form, although additional information may be attached. Bidders must indicate any variances from the requested General Conditions and Specifications, otherwise bidders must fully comply with the requested General Conditions and Specifications. Alternate bids may or may not be considered at the sole discretion of the City Council.

10. Form of Quotation

All blank spaces must be completed with the appropriate response. The bidder must state the price, typewritten or written in ink, for which he/she/it proposes to complete each item of the project. The bidder shall submit the executed bid form with other exhibits.

11. Completeness of Quotation

Bidders shall quote on all items on one Bid Form. Failure to do so may result in the bid being rejected as not responsive. When quotations on certain items are optional, bidders shall insert the words "no bid" in the space provided for an item for which no quotation is made. Incorporation in the bid of substantial exceptions to the General Conditions or Specifications shall invalidate the bid, if the exceptions amount to a substantial modification of the bid.

12. Quotations

No bidder will be allowed to offer more than one price on each item even though it may feel that it has two or more types or styles that will meet specifications. Bidders must determine for themselves which to offer.

13. Modification or Withdrawal of Quotation

A modification of a bid already received will be considered only if the modification is received prior to the time announced for opening of bids. All modifications shall be made in writing, executed and submitted in the same form and manner as the original bid. Any bidder may withdraw its bid by giving written notice at the place such bids are to be received and at any time prior to the time announced for opening of the bids.

14. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting bids. Failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the bid, the unit price shall govern.

15. Reservation of Rights

City of Edgerton reserves the right to make awards by item, group of items, all or none or a combination thereof; to reject any and all bids; or to waive any minor irregularity of technicality in bids received.

16. Collusion

Each bidder must execute a Non-Collusion Statement as part of its bid.

GENERAL CONDITIONS

1. Payment Terms

Payment terms shall be net 30, unless otherwise specified.

2. Right to Audit

The bidder agrees to furnish such supporting detail as may be required by City of Edgerton to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found.

3. Applicable Laws

All applicable laws and regulations of the State of Wisconsin and the City of Edgerton will apply to any resulting agreement, contract, or purchase order. Any protest shall be submitted within 30 calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

4. Contract Forms

Any agreement, contract, or Purchase Order resulting from the acceptance of a bid shall be on forms either supplied by or approved by City of Edgerton.

5. Indemnity

After notification of award, the successful bidder shall indemnify and save harmless City of Edgerton, its directors, employees, and agents against all claims, suits, actions, damages, or causes of action arising during the terms of the resulting agreement for any personal injury, loss of life, or damage to property sustained by reason of or as a result of the performance of the services or delivery of goods for which the resulting agreement was entered into, or its agents, employees, invitees, and all other persons, and for and against any orders, judgments, or decrees, which may be entered thereto, and from and against all costs, attorney's fees, expenses and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof.

The successful bidder(s) covenants and agrees to indemnify and save harmless City of Edgerton, its employees, directors, and agents from all cost, expenses, damages, attorney's fees, injury or loss to which the City may be subjected by any person, firm, corporation, or organization by reason of any wrongdoing, misconduct, want, or need of care or skill, negligence or default or breach of contract, guaranty, or warranty, by the successful bidder(s), his employees, his agents or assigns.

6. Discounts

Any and all discounts must be incorporated as a reduction in the quote price and not shown separately. The price as shown on the bid shall be the price used in determining award(s).

7. Descriptive Information

Unless otherwise specifically provided in the Specifications, all equipment, materials, and articles incorporated in the product/work covered by the bid are to be new and of suitable grade for the purpose intended. Unless otherwise specifically provided in the Specifications, reference to any equipment, material, article, or patented process, by trade name, make, or catalog number shall not be construed as limited competition. If the bidder wishes to make a substitution to the specifications, the bidder shall furnish the name of the manufacturer, the model number, and other identifying data and information necessary to aid City of Edgerton in evaluating the substitution, and such substitution shall be subject to approval. Substitutions shall be approved only if determined by City of Edgerton to be equivalent to the specifications. A quote containing a substitution is subject to disqualification if the substitution is not approved. Specified items bid shall be identified by brand name, number, manufacturer, and model.

8. Interpretations

Should any bidder have any questions as to the intent of meaning of any part of this bid, the bidder should contact the contact person for this bid in time to receive a written reply before submitting the bid.

9. "Or Equal" Interpretation

When a particular manufacturer's name or brand is specified along with the words "or equal", bids will be considered on other brands or on the product of other manufacturers. On all such bids the bidder shall indicate clearly the product (brand and model number) on which the bidder is bidding, and shall supply a sample or sufficient data in detail to enable an intelligent comparison to be made with the particular brand or manufacturer specified. Failure to submit the above information may be sufficient grounds for rejection of bid. An item shall be considered equal to the item named or described if it is at least equal in quality, durability, strength, design, and other criteria deemed appropriate; it will perform at least equally the function imposed by the general design for the public work being contracted for or the material being purchase; and it conforms substantially to the detailed requirements for the item in the specifications.

10. Deviations from Specifications

All deviations from the Specifications must be noted in detail by the bidder, in writing, at the time of submittal of bid. The absence of a written list of Specification deviations at the time of submittal of the bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written not previously submitted, as required by the above, will be grounds for rejection of the material and/or equipment when delivered.

11. Quality Guaranty

If any product delivered does not meet applicable specifications, or if the product will not produce the effect that the supplier represents to City of Edgerton, the supplier shall pick up the product from City of Edgerton at no expense to City of Edgerton. The supplier shall refund to City of Edgerton any money which has been paid for same. The supplier will be responsible for attorney's fees in the event the supplier defaults and court action is required.

12. Quality Terms

City of Edgerton reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship or manufacturing or shipping damages.

13. Authorized Product Representation

The successful bidder by virtue of submitting the name and specifications of a manufacturer's product, will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents it will be presumed by City of Edgerton that the bidder is legally authorized to so submit and the successful bidder will be legally bound to perform according to the documents.

14. Regulations

It shall be the responsibility of each bidder and supplier to assure compliance with any and all federal, state, or local rules, regulations or other requirements, as each may apply.

15. Cancellation

It is the intention of City of Edgerton to purchase material from sources of supply that will give prompt and convenient shipment service. Any failure of the supplier to satisfy these requirements shall be reason for termination of the award. Any bid may be rejected in whole or in part for good cause.

16. Royalties and Patents

The successful bidder shall pay all royalties and license fees for equipment or processes in conjunction with the equipment he/she/it is furnishing. He or she shall defend all suits or claims for infringement of any patent right and shall hold City of Edgerton harmless from loss on account thereof and cost and attorney's fees incurred therefore.

17. Equal Employment Opportunity Clause

City of Edgerton, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, that minority businesses will be afforded full opportunity to submit bids in response to this Invitation to Bids and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

18. Budgetary Constraints

City of Edgerton reserves the right to reduce or increase the quantity, retract any item from the bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

2021-1
Rear Wheel Drive, 72-Inch Cutting Width, Mid Mount Deck Mower
with installed mulch kit

The undersigned bidder hereby agrees to furnish the goods or services specified, and to otherwise fully meet all terms, conditions, and specifications contained in this Request for Quotes without exception unless exceptions are clearly noted in this proposal. Signature must be that of the bidder or of an employee or agent authorized to sign on behalf of the bidder.

SUGGESTED LIST PRICE: _____

BID ASSIST PRICE: _____

TOTAL BID PRICE: _____

MANUFACTURER: _____ MODEL NO. _____ YEAR _____

DELIVERY DATE _____ CALENDAR DAYS AFTER RECEIPT OF ORDER

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

SPECIFICATIONS

Comparable specifications are acceptable

The City of Edgerton is accepting bids for one (1) rear-wheel drive, 72-inch cutting width, mid mount side discharge deck mower or comparable, having the minimums specifications listed below. Bid price to include assembled mower delivered and ready for operation.

- ☐ Additional equipment will include an installed mulch kit and one (1) additional set of mulching blades delivered at same time as machine
- ☐ Warranty: Limited Five (5) year, 1250 hours, (no hour limit in first two (2) years)
- ☐ Engine: Kohler Command ECV749 EFI, governed to 3,750 rpm
- ☐ Starter: 12 Volt heavy duty actuated by a dash mounted key locking switch with electronic ignition and hour meter
- ☐ Battery: 12 Volt
- ☐ Alternator: 20 Amp
- ☐ Oil Filter: Full flow with replaceable spin-on type filter and low oil alert
- ☐ Air Filtration: Heavy duty, dual filter canister air filtration system with replaceable filters
- ☐ Clutch: MagStop electromagnetic 200 ft/lb clutch with spot brake PTO engagement system
- ☐ Fuel Capacity: 12 gallons (Single Fuel Tank with Single Fill Location under seat)
- ☐ Fuel Type: Gas
- ☐ Drive: Rear Wheel Drive
- ☐ Drive Train: Two exclusive Parker Unitized pump and wheel motor systems with no hoses, integrated cooling fans, 1.7 quart integrated reservoir, spin on filter and heavy duty components
- ☐ Travel Speed - High Range: 10 MPH/6 MPH reverse (infinitely variable speed selection)
- ☐ Tires: Turf Master 4 Ply Drive 24x12-12, Semi-pneumatic 13x6.5-6 smooth tread front caster tires
- ☐ Body: Unibody, welded, heavy duty 1.5" x 3" tubular steel frame
- ☐ Cutting Heights: 1"-5.5" in .25" increments that are easily adjusted from the driver's seat by the use of a standard foot controlled deck lift that will also lock the deck in place for transport

- ☐ Operator Presence Controls and drive system interlock with safety interlock indicators
- ☐ Two (2) ROPS 2-post foldable standard with seatbelt and latch
- ☐ Control System: Twin lever to allow zero turn capability. Speeds forward, reverse, brake and turns operated by hand controls
- ☐ Hydraulically dampened twin levers adjust fore and aft. Adjustable dampers (3 positions) to customize drive responsiveness. Adjustable to 2 height positions.
- ☐ Brake System: Hand actuated, single lever dual disc brake
- ☐ Full floating 72" Ultra Cut Series Mowing Deck
- ☐ Side discharge with molded discharge chute and option to bag or mulch
- ☐ Minimum 10 gauge top that is formed and continuously seam welded, 7 gauge side skirt and 7 gauge formed and welded spindle mounting locations for strength
- ☐ Blades: (3) 20.5" length – Approximately 18,500 fpm blade tip speed-No maintenance sealed and non-greasable blade spindles 7.75" diameter aluminum cutter housing with .98" diameter spindle shaft and splined blade driver
- ☐ Four (4) adjustable anti-scalp rollers
- ☐ Caps for motor oil, fuel, hydraulic oil to be plainly marked by means of stamping, raised lettering, epoxy lettering or color coding

Please provide this option for an additional cost.

- ☐ Upgraded Seat Option: Seat: Deluxe, two-tone bolster suspension seat with Elastomeric Vibration Control material. Mounted on an innovated Seat Isolation System that provides operator isolation in all three planes of motion with fore-aft slide and seat flip-up with armrests

Rear Wheel Drive, 72-Inch Cutting Width, Mid Mount Deck Mower

**QUESTIONNAIRE FORM FOR CITY SPECIFICATIONS
TO BE FILLED IN BY BIDDER AND PRESENTED WITH BID PROPOSAL**

Is this bid in conformance with specifications? Yes_____No_____

If answer is “No”, bidder must identify and explain each exception taken, and reference made to each page and paragraph to which the exception will apply.

It shall be understood that if no exception is taken, the contractor shall supply all materials or services as specified.

Authorized Signature

Typed Name and Title of Authorized Signer

Typed Name of Company

