

Invitation to Bid - 2746



City of Lynnwood
Procurement and Central Services Division
425-670-5000

ADVERTISED DATE:

Invitation to Bid (ITB) Title: Sale of 2011 Harley-Davidson FLHPI Motorcycle
ITB Number: 2746
Due Date: August 24, 2016 at 2:00 p.m.
Buyer: Cyndie Eddy ceddy@lynnwoodwa.gov 425.670.5169
Alternate Buyer: Sarah Yeckley syeckley@lynnwoodwa.gov 425.670.5166

2011 Harley-Davidson FLHPI Motorcycle VIN # 1HD1FHM18BB614983

TOTAL BID PRICE: \$ _____

PRE-BID CONFERENCE

Date: 8/11/16
Time: 1:00 - 3:00 pm PDT

Location:
City of Lynnwood
20525 60th Ave W
Lynnwood, WA 98036

Sealed Bids are hereby solicited
and will only be received by:

City of Lynnwood
Procurement & Central Services Division
19100 44th Ave West
Lynnwood, WA 98036

BIDDERS SHALL COMPLETE AND SIGN THE FORM BELOW.

We acknowledge that all Addenda have been examined as part of the bid documents. The submittal is signed by an authorized representative of the Bidder accepting all terms and conditions contained in the bid and any addenda. We acknowledge that attaching our terms and conditions or modifying the ITB terms and conditions may result in our bid being rejected.

Company Name

Address

City/State /Postal Code

Signature

Print name and title

Email

Phone

Fax

Invitation to Bid - 2746



SECTION 1 Instruction to Bidders

1.1 Introduction

The purpose of this Invitation to Bid is to establish a one-time contract for the sale of a 2011 Harley-Davidson FLHPI Motorcycle.

1.2 Bid Submittal Procedure

The original and one copy of this solicitation document shall be completed, signed and submitted. Failure to return the solicitation document may result in disqualification of the Bidder. The original shall be noted or stamped "original". Bids and modifications thereof shall be enclosed in a sealed envelope, with the "Bid Opening Label" completed and affixed.

Bidders are encouraged to use recycled paper in the preparation of additional documents submitted with this solicitation, and shall use both sides of paper sheets where practicable.

Sealed bids shall contain all required attachments and information and be submitted to the City no later than the date, time and place stated on the front of this ITB or as amended. The bidder shall show the title and number, the due date specified, and the name and address of the bidder on the face of the envelope. Bidders are cautioned that failure to comply may result in non-acceptance of the bid. The Bidder accepts all risks of late delivery of mailed bids or of delivery errors regardless of fault. Bids properly and timely submitted will be publicly opened.

1.3 Electronic Commerce and Correspondence

The City is committed to reducing costs and facilitating quicker communication to the community by using electronic means to convey information. As such, most Invitations to Bid, Requests for Proposal, and Requests for Qualifications as well as related exhibits, appendices, and issued addenda can be found on the Lynnwood Internet Web Site, located at <http://www.ci.lynnwood.wa.us/City-Services/Bids-Proposals.htm>

1.4 Alterations to Document

Any addition, limitation, condition or provision made or attached to the bid may render it non-responsive and/or irregular and be cause for its rejection.

Bidders may be required to submit additional documents as part of the bid package. Any alteration of such documents by erasure or interlineations shall be explained or noted and initialed by the Bidder.

1.5 Late Bids

Bids, modifications of bids, and withdrawal of bids received at the office designated in the solicitation after the exact time and date specified for receipt will not be considered.

1.6 Cancellation of ITB or Postponement of Bid Opening

The City reserves the right to cancel the ITB at any time, either before or after the time and date established for bid submittals.

Invitation to Bid - 2746



The City may change the date and time for submitting bids prior to the date and time established for submittal.

1.7 Addenda

If at any time, the City changes, revises, deletes, clarifies, increases, or otherwise modifies the ITB, the City will issue a written Addendum to the ITB.

1.8 Questions and Interpretation of the ITB

No oral interpretations of the ITB will be made to any Bidder. All questions and any explanations must be requested in writing and directed to the Buyer no later than seven (7) days prior to the due date specified in the solicitation. Oral explanations or instructions are not binding. Any information modifying a solicitation will be furnished to all bidders by an addendum.

Days, as referenced in this document, are calendar days unless otherwise specified.

Communications concerning this bid, with other than the listed Buyer may cause the Bidder to be disqualified.

1.9 Examination of Bid Documents

The submission of a bid shall constitute an acknowledgement upon which the City may rely that the Bidder has thoroughly examined and is familiar with the ITB, and has reviewed and inspected all applicable statutes, regulations, ordinances and resolutions addressing the subject of this ITB.

The failure of a Bidder to comply with above requirement shall in no way relieve the Bidder from any obligations with respect to its bid or to any Contract awarded pursuant to this ITB. No claim for additional compensation shall be allowed which is based upon a lack of knowledge or misunderstanding of this ITB.

1.10 Modifications of Bid or Withdrawal of Bid Prior to Bid Due Date

At any time before the time and date established for submittal of bids, a Bidder may submit a modification of a bid previously submitted to the City. All bid modifications shall be made in writing, executed and submitted in the same form and manner as the original bid.

Bids may be withdrawn by written notice received prior to the exact time and date specified for receipt of bids. A bid also may be withdrawn in person by a Bidder or authorized representative provided their identity is made known and they sign a receipt for the bid, but only if the withdrawal is made prior to the exact time and date established for receipt of bids. All requests for modification or withdrawal of bids, whether in person or written, shall not reveal the amount of the original bid.

1.11 Bid Withdrawal After Public Opening

Except for claims of error granted by the City, no Bidder may withdraw a bid after the date and time established for submitting bids, or before the award and execution of a Contract pursuant to this ITB, unless the award is delayed for a period exceeding the period for bid effectiveness.

Invitation to Bid - 2746



Requests to withdraw a bid due to error must be submitted in writing along with supporting evidence for such claim for review by the City. Evidence must be delivered to the City within two (2) business days after request to withdraw. The City reserves the right to require additional records or information to evaluate the request. Any review by the City of a bid and/or any review of such a claim of error, including supporting evidence, creates no duty or liability on the City to discover any other bid error or mistake, and the sole liability for any bid error or mistake rests with the Bidder.

1.12 Cost of Bid and Samples

The City is not liable for any costs incurred by the Bidder in the preparation and evaluation of bids submitted.

1.13 Collusion

By signing this bid, the Bidder certifies that it has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding. If the City determines that collusion has occurred among Bidders, none of the bids from the participants of such collusion will be considered. The City's determination will be final.

1.14 Bid Effective Date

All bids submitted shall be a firm bid for a minimum period of 90 days after the bid opening date, unless otherwise stated in writing in the bid. The City may request a Bidder grant an extension of the bid effective period.

1.15 Bid Price and Tax

The bid price shall include everything necessary for the prosecution and completion of the purchase, except as may be provided otherwise in this ITB. Bid Prices shall include all associated costs and charges to remove the bid item from the City property to the bidder's designated delivery point(s).

Taxes: Sales/use taxes and Federal excise taxes shall not be included in the bid price. The Bidder shall be responsible for the payment of any Washington State sales/use taxes applicable to the property purchase.

1.16 Protest Procedures

The City has a process in place for receiving protests based upon invitation to bid or contract awards. The [protest procedure](http://www.ci.lynnwood.wa.us/City-Services/Bids-Proposals.htm) is available at <http://www.ci.lynnwood.wa.us/City-Services/Bids-Proposals.htm>

1.17 Bidder/Contractor

This ITB and the documents refer to the party submitting a bid as "the Bidder" prior to the award of the bid, and as "the Purchaser" after the award.

Invitation to Bid - 2746



SECTION 2 Bid Evaluation and Award

2.1 Evaluation of Bids

Bids will be evaluated by the City to determine which bid, if any, may be deemed to be the highest responsive bid from a responsible bidder, and should be accepted in the best interest of the City.

2.2 Responsive and Responsible

The City will consider all the material submitted by the Bidder, and any other evidence it may obtain otherwise, to determine whether the Bidder is in compliance with the terms and conditions set forth in this ITB.

Failure of a Bidder to be deemed responsible or responsive may result in the rejection of a bid.

2.3 Financial Resources and Auditing

If requested by the City, prior to the award of the bid, the Bidder shall submit proof of adequate financial resources available to carry out the execution and completion of work required by this Contract.

2.4 Rejection of Bids

The City reserves the right to reject any or all bid(s) for any reason or to waive informalities and irregularities in bids.

In consideration for the City's review and evaluation of its bid, the Bidder waives and releases any claims against the City arising from any rejection of any or all bids, including any claim for costs incurred by Bidders in the preparation and presentation of bids submitted in response to this ITB. In addition, Bidders waive any and all claims for the costs of providing additional information requested.

2.5 Single Bid Receipt

If the City receives a single responsive, responsible bid, the City may request an extension of the bid acceptance period and/or conduct a price or cost analysis on such bid. The Bidder shall promptly provide all cost or pricing data, documentation and explanation requested by the City to assist in such analysis. By conducting such analysis, the City shall not be obligated to accept the single bid; the City reserves the right to reject such bid or any portion thereof.

2.6 Public Disclosure of Bids

All bid submittals and any Contract entered into under this ITB shall be considered public documents and will be available for inspection and copying by the public in accordance with the Public Records Act, Chapter 42.56 RCW (the "Act").

If the Bidder considers any portion of any record provided to Lynnwood under the ITB or under any Contract, whether in electronic or hard copy form, to be protected under law, the Contractor shall clearly identify each such portion with words such as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET." If a request is made for disclosure of the record or any portion of the record, the City will determine whether the material should be made

Invitation to Bid - 2746



City of Lynnwood
Procurement and Central Services Division
425-670-5000

available under the Act. If the City determines that the material is subject to disclosure, the City will notify the Bidder of the request and allow the Bidder ten (10) business days to take any action it deems necessary to protect its interests. If the Bidder fails or neglects to take such action within said period, the City will release the portions of record(s) deemed by the City to be subject to disclosure. Notwithstanding the foregoing, the City shall not be liable to the Bidder for inadvertently releasing records pursuant to a disclosure request under the ACT, regardless of whether the record is or is not clearly identified by the Bidder as "CONFIDENTIAL," "PROPRIETARY" or "BUSINESS SECRET."

2.7 Bid Award

Bid award, if any, will be made by the City to the highest, responsive, responsible Bidder. The City will have no obligations until an award is made and an order placed with the Contractor. A written award mailed or otherwise furnished to a Bidder within the time for acceptance shall be a binding contract.



SECTION 3 Standard Contractual Terms and Conditions

3.1 Administration

This Contract is between the City and the Purchaser who shall agree to purchase the property listed on the bid.

3.2 Bid Amendments

No oral order or conduct by the City shall constitute a Bid Amendment. Bid Amendments shall only be effective upon written notification by the City.

3.3 Inspection

The Purchaser is responsible for fully inspecting and testing the property to the Purchaser's satisfaction prior to submitting the bid.

3.4 Disclaimer

The Property is sold "AS IS", "WHERE IS" and "WITH ALL FAULTS." The City makes no warranties or representations, express or implied, of any kind. Any description of the Property contained in this contract is solely for identification purposes and does not constitute any warranty or representation that the Property conforms to such description.

3.5 Waiver

Purchaser waives and releases all rights and remedies of Purchaser, and all warranties and liabilities of the City, express or implied, arising by law or otherwise, with respect to any nonconformance or defect in Property, but not limited to any: (A) implied warranty with respect to the condition, capacity, durability, reliability, safety, or performance of the Property, (B) implied warranty of merchantability or fitness or use for a particular purpose, (C) implied warranty arising from course of performance, course of dealing or usage or trade, (D) claim in tort, whether or not arising in whole or in part from the City's fault, strict liability or negligence, and (E) claim for any direct, incidental, special or consequential damages.

3.6 Limitation of Liability

The City's liability for all claims (whether arising in tort, contract or otherwise; and notwithstanding any fault, strict liability or negligence of the City) related to the Property or this Agreement shall not in any event exceed in the aggregate the purchase price paid to the City pursuant to this Agreement and shall not include any incidental, special or consequential damages of any nature.

3.7 Severability

The City sells the Property to Purchaser only in consideration of and in reliance upon the provisions of this Agreement limiting the City's potential loss exposure. Such provisions constitute an essential part of the bargain underlying this Agreement and are reflected in purchase price. Consequently, such provisions shall be construed broadly in favor of the City and the other Indemnities. The invalidity or unenforceability of any provision of this Agreement shall be construed in all respects as if such invalid or unenforceable provisions were omitted.

Invitation to Bid - 2746



City of Lynnwood
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3.8 Removal

The Purchaser accepts responsibility and agrees to remove the Property from the City grounds, within fourteen (14) days of the award and signed Agreement. The Purchaser will relocate the Property and will follow all required laws and codes in that removal. The Purchaser will obtain all needed permits, whether City, County or State, and assumes all costs of permits and removal. The Purchaser will maintain insurance sufficient to protect against risks of damage or loss that may occur during removal following all laws and codes for material disposal.

3.9 Transfer of Title:

Upon payment, the City will provide the Purchaser a signed title and any other documents releasing ownership of the Property for the purpose of transferring ownership to the Purchaser, as required by the Washington State Department of Licensing (“DOL”). The City will report the sale to the DOL within five (5) business days or as required by law. The Purchaser will be responsible to file and pay any and all costs associated with transferring ownership with the DOL within fifteen (15) days of purchase. The City and Purchaser will comply with all Washington State laws and/or DOL laws or requirements as listed on the DOL website at <http://www.dol.wa.gov/vehicleregistration/buyingacar.html>

3.10 Applicable Law and Forum

Except as hereinafter specifically provided, this Purchase shall be governed by and construed according to the laws of the State of Washington. Any claim or suit concerning this Contract shall only be filed in either the Snohomish County Superior Court or U.S. District for the Western District of Washington, in Seattle.

Invitation to Bid - 2746



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SECTION 4 Bid Response

4.1 Rules of Price Evaluation

Bids meeting all requirements of this ITB will be evaluated on price. The contract will be awarded to the highest responsive bid.

4.2 Removal

Removal of the property is required no later than 14 days after the award and signed contract. The removal must be by appointment only between the hours of 8:00 am and 3:00 pm Monday through Thursday at:

City of Lynnwood
Lynnwood Operations and Maintenance Center
20525 60th Ave W
Lynnwood, WA 98036

4.3 Bidder's Contact Information

Company Name: (if applicable) _____
Name of Contact Person: _____
Physical Address: _____
Mailing Address: _____
Email: _____
Phone: _____

4.4 Pricing

| <u>Sale Property</u> | <u>Bid Price</u> |
|---|------------------|
| 2011 Harley-Davidson Motorcycle VIN # 1HD1FHM18BB614983 | \$ |

Invitation to Bid - 2746



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SECTION 5 Bid Opening Label

Complete the form below (or a reasonable facsimile thereof) and affix to the exterior lower left hand corner of the submission package.

URGENT – SEALED BID ENCLOSED
Do Not Delay – Deliver Immediately



City of Lynnwood
Procurement and Central Services Division
19100 44th Ave W
Lynnwood, WA 98046

URGENT

URGENT

Bid No.: 2746
Bid Title: Sale of 2011 Harley-Davidson FLHPI Motorcycle
Due Date: 8/24/2016
Name: