

## Solicitation PURQQSC090006

### 2009 AquaTrax F-15X Water Craft



Yolo County

## Bid PURQQSC090006

### 2009 AquaTrax F-15X Water Craft

Bid Number	PURQQSC090006
Bid Title	2009 AquaTrax F-15X Water Craft
Bid Start Date	Jan 25, 2010 3:04:22 PM PST
Bid End Date	Jan 29, 2010 3:00:00 PM PST
Question & Answer End Date	Jan 28, 2010 3:00:00 PM PST
Bid Contact	<p>Sedona Cassevah  <a href="mailto:sedona.cassevah@yolocounty.org">sedona.cassevah@yolocounty.org</a></p>
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	30 days
Bid Comments	<p>The County of Yolo is requesting quotes from qualified Suppliers to provide two(2) 2009 AquaTrax F-15X Water Craft for the Yolo County Sheriff's Department.</p> <p>Bidders who submit a response to this Quick Quote (QQ) must have the ability to meet the specifications and requirements, including the Purchase Order General Terms and Conditions contained in this QQ.</p> <p>All questions regarding this QQ are to be directed to SEDONA CASSEVAH in the "Question &amp; Answer," section of this solicitation. Failure to adhere to this process may disqualify potential bidder. The County is not responsible for any oral or written interpretations from any other person.</p> <p>Please submit your quote electronically via BidSync. Contact SEDONA CASSEVAH for assistance if needed.</p>

#### Item Response Form

Item	PURQQSC090006-1-01 - 2009 AquaTrax F-15X Water Craft
Quantity	2 each
Unit Price	<input type="text"/>
Delivery Location	<p>Yolo County  <u>S120-Sheriff - Boat Patrol</u>  2500 E. Gibson Road  Woodland CA 95776  Qty 2</p>
Description	Dark Red Metallic exterior paint.
	No additional accessories.
	* FOB: Woodland, CA
	** Exclude all taxes and fees

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Item	PURQQSC090006-1-02 - Rebate (if applicable)
Quantity	2 each

Unit Price   
Delivery Location Yolo County  
S120-Sheriff - Boat Patrol  
2500 E. Gibson Road  
Woodland CA 95776  
Qty 2

Description  
Please identify details.

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Item PURQQSC090006-1-03 - Estimated Days to Delivery

Quantity 1 each

Prices are not requested for this item.

Delivery Location Yolo County  
S120-Sheriff - Boat Patrol  
2500 E. Gibson Road  
Woodland CA 95776  
Qty 1

Description  
Estimated days to delivery

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Item PURQQSC090006-1-04 - Early Payment Discount (if applicable)

Quantity 1 each

Delivery Location Yolo County  
S120-Sheriff - Boat Patrol  
2500 E. Gibson Road  
Woodland CA 95776  
Qty 1

Description  
No less than 10 days upon delivery.

## GENERAL CONDITIONS

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The following provisions are hereby made a part of the Purchase Order contract and Vendor by his/her acceptance of this order agrees thereto:

1. No alteration in any of the terms, conditions, delivery, price, quality, quantities, or specifications of this order will be effective without prior consent of the Purchasing Agent of the County of Yolo.
2. For any exception to the delivery date as specified on this Purchase Order, the vendor shall give prior notification and obtain approval thereto from the Purchasing Agent of the County of Yolo.
3. The County of Yolo will not honor drafts for bills contracted. All accounts are paid by remittance by mail. No goods accepted on sight draft basis. The County of Yolo cannot recognize assignments.
4. **SHIPPING INSTRUCTIONS:** Unless otherwise specified, please ship prepaid via cheapest common carrier F.O.B. destination. If terms must be F.O.B. Shipping Point, please prepay and list shipping charges separately on invoices less Federal Transportation Tax. Substantiation of prepaid freight and express must be attached to your invoices. C.O.D. shipments will not be accepted.
5. Materials purchased are subject to the approval of the County of Yolo and if rejected are held subject to the vendor's risk and expenses incurred for their return.
6. **PURCHASE ORDER NUMBER:** Must appear on all invoices, packing lists, packages, shipping notices, instruction manuals, and any correspondence. Invoices must be fully itemized and show date, weights, sizes, quantity, discounts, etc. Render separate invoices for each purchase order.
7. The vendor agrees to protect the County of Yolo against all claims for patent or franchise infringement arising from the purchase, installation, or use of the material ordered on this contract, and to assume all expense and damage arising from such claims.
8. It is agreed that the waiver or acceptance of any breach of any of the terms of this order shall not operate to relieve the vendor of the responsibility hereinunder for any prior or subsequent breach.
9. All specifications and plans referred to in this order shall form a part of the contract.
10. The vendor warrants articles supplied under this contract to conform to specifications herein, to be fit and sufficient for the purpose manufactured, merchantable, of good material and workmanship, and free from defect.
11. Cash discount period on all invoices shall commence date correctly completed vouchers or shipment received by the County of Yolo, whichever is later. If an adjustment or damage occurs on a shipment subject to cash discount, discount will be taken effective on date final approval for payment is authorized.
12. The County of Yolo is exempt from Federal Excise and Transportation Taxes. Exemption certificate will be furnished upon request.
13. **LIENS:** Vendor, by accepting this purchase order, warrants and represents that the goods, wares or merchandise ordered herein are free and clear from all claims and liens.
14. Special brands, when named, are to indicate the standard of quality, performance or use desired. Bids on your equal will be considered, provided you specify brand, model and necessary descriptive literature. If you wish to bid a brand not represented as equal in quality, performance, or use to that specified, you must indicate clearly that your bid represents an alternate not an equal.
15. **WARRANTY:** Notwithstanding any other provisions of this order, seller warrants that the materials, supplies or services furnished shall be the most suitable grade and exactly as specified in this order. Such warranty shall include the following: performance, workmanship, labor, materials, seller's design or engineering contributions. If a defect is discovered in any item of materials, supplies or services covered in this order, seller shall correct at his/her expense (including shipping) such defects as are reported within one year after final acceptance of the applicable warranty period. Upon expiration of the applicable warranty period, all such liability shall terminate except for fraud or such gross mistakes as amount to fraud, latent defects or specific failure to comply with the terms of this order. Unless otherwise stated in this order, the minimum acceptable warranty shall be one year from the date of acceptance by the County.
16. The vendor agrees to defend, indemnify, and hold harmless the County of Yolo, its officers, employees, agents and servants, for any and all liability caused by the negligence or wrongful act of the vendor arising out of the performance of this agreement, or any act of omission of vendor, its agents, employees and servants, or for product liability or breach or warranty by vendor, either expressed or implied, and to pay all claims, damages, judgments, legal costs, adjuster fees and attorney fees related thereto.
17. **TERMINATION:** This purchase order may be terminated in whole or in any part at any time by written notice and the County shall be liable at the stipulated price only for such materials and/or services as have been delivered and/or rendered and accepted. The County shall not be liable for any excess costs arising out of such termination; and failure of the Vendor to cease delivery and/or work upon receipt of termination notice shall not occasion a claim for extra costs.
18. **NON-DELIVERY:** within the time specified may result in cancellation in whole or part of this purchase order. Vendor may be held liable for damages caused to the County as a result of said non-delivery. The County may, by written notice of default to the vendor, terminate any (resulting) order in whole or in part should vendor fail to deliver within the time specified, or fail to deliver in strict conformance to specifications set forth by County. In the event of such termination, the County reserves the right to purchase or obtain the supplier or services elsewhere. In case of default by vendor, the County may procure the articles or services from other source and may recover the loss occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of vendor, if any, or by legal process against

vendor. The prices paid by County shall be considered the prevailing market price at the time such purchase is made.

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#### INVOICING INSTRUCTIONS

Invoicing shall itemize all changes and shall include the following: (1) permit number when billing California sales/USE Tax, (2) taxpayer reporting number (Social Security or Employer Identification Number) in accordance with requirements of the Internal Revenue Service.

The contract resulting from this Order shall be governed by the laws of the State of California. Prices specified include all taxes and shall not be increased by failure of Seller to have included any applicable tax or as the result of any change in Seller's tax liability.

No variations, deletions, price increased, changes or modifications shall be effective without written approval of the Purchasing Department. Address all correspondence and acknowledgments pertaining to this order to:

PURCHASING DIVISION  
625 Court Street, Room B-03  
Woodland, CA 95695  
Phone (530) 666-8070

Mail invoice in Triplicate citing this  
Order number to the BILL TO address  
Shown on front of purchase order

Order No. must be marked on each  
package, shipping receipt and invoice.

## Question and Answers for Bid #PURQQSC090006 - 2009 AquaTrax F-15X Water Craft

### OVERALL BID QUESTIONS

There are no questions associated with this bid. If you would like to submit a question, please click on the "Create New Question" button below.

Question Deadline: Jan 28, 2010 3:00:00 PM PST