

**City of Everett**  
**Request for Quotes**  
**Quote No. 2002-473**  
**INDOOR WATER CONSERVATION KITS**

Written quotes will be received by the City of Everett Purchasing Division, 3200 Cedar Street, Everett, Washington 98201 until 2:00 p.m., Thursday, April 4, 2002, for the purchase of INDOOR WATER CONSERVATION KITS. Only quotes that arrive in the City of Everett Purchasing Office by the deadline will be accepted.

**SPECIFICATIONS**

**A. General Information.**

The City of Everett is soliciting quotes for 5,340 Indoor Water Conservation Kits. The City will provide the installation instructions, conservation tips brochures, and customer comment cards. The vendor is responsible for providing the remaining items. The vendor will package all of the items in a heavy gauge, clear plastic bag that is permanently sealed and designed for hanging on a doorknob.

**1. Kit Contents**

The kits are designed to reduce water consumption inside the home and include eleven (11) items:

- One (1) low-flow showerhead
- One (1) dual setting kitchen faucet aerator
- Two (2) bathroom faucet aerators
- One (1) toilet tank displacement bag
- One (1) faucet drip gauge
- One (1) shower volume measuring bag
- One (1) toilet flush volume calculator
- One (1) package of leak detection tablets
- One (1) installation instruction sheet
- One (1) conservation tips brochure
- One (1) customer comment card

**2. Delivery Requirements**

Time is of the essence and the City of Everett will give consideration to vendors who are able to guarantee delivery to the City within 20 days of the order date. If a vendor fails to meet their delivery guarantee, liquidated damages of 1% per business day will be assessed for each business day that delivery exceeds the guaranteed date.

**B. Technical Specifications**

**1. Low-flow showerheads**

The low-flow showerheads must meet the following specifications:

- A flow rate of 2.35 gallons per minute (GPM) at 80 PSI

- Adjustable spray patterns with turbo-jet massage
  - Non-removable flow restrictor/compensator
  - Corrosion resistant high-impact ABS thermoplastic body and chrome-plated brass coupling nut
  - 10-year warranty; meets or exceeds ANSI specifications, CSA and CEC certified
2. The kitchen faucet aerators must meet the following specifications:
- A flow rate of 2.2 gallons per minute (GPM) at 80 PSI
  - Adjustable spray with up and down action to change spray settings
  - Non-removable flow restrictor/compensator
  - Corrosion resistant heavy-duty thermoplastic body and chrome-plated brass coupling nut
  - Dual-thread to accommodate both male and female applications
  - Meets or exceeds ASME standards, CSA and CEC certified
3. Bathroom Faucet Aerators
- The bathroom faucet aerators must meet the following specifications:
- A flow rate of 1.5 gallons per minute (GPM) at 80 PSI
  - Chrome-plated brass body with dual-thread to accommodate both male and female applications
  - Meets or exceeds ASME standards, CSA and CEC certified
4. Toilet Tank Displacement Bags
- The toilet tank displacement bags are vinyl bags that are placed in the toilet tank to reduce the volume of water that is flushed. The specifications are as follows:
- Bag volume of approximately 0.8 gallons
  - Bag constructed of non-corrosive materials with bonded seams with anti-evaporation lid
  - Resistant to chlorine, chloramines, microbes and fungal growth
  - Installation instructions printed on the face of the bag
5. Faucet Drip Gauges
- Faucet drip gauges are small plastic cups that are used to collect water from dripping faucets and calculate the daily and annual water loss. The specifications are as follows:
- Cylindrical cup of flexible, shatter-resistant plastic, approximately 7/8" by 2.5" in size
  - Instructions printed on the face of the cup
  - Scale printed on the face of the cup for converting the volume of water collected from dripping faucets to gallons per day and gallons per year
6. Shower Volume Measuring Bags
- Shower volume measuring bags are plastic bags that are used to collect shower water and calculate showerhead flow rates. The specifications are as follows:

- Clear plastic, water-tight bags approximately 3 millimeters (mills) in thickness
- Instructions printed on the face of the bag
- Scale printed on the face of the bag for converting the volume of shower water to showerhead flow rates of 1.5 to 6.0 gallons per minute (GPM)

7. Toilet Flush Volume Calculators

The toilet flush volume calculators are plastic tape measures that are used to measure the size of the toilet tank and estimate the flush volume. The specifications are as follows:

- Flexible plastic tape measure approximately 3 millimeters (mills) in thickness and approximately 81 inches in length
- Scale printed on the face of the tape for converting tank sizes to flush volumes of 3.5 to 7.0 gallons per flush.

8. Leak Detection Tablets

The leak detection tablets are dye tablets that are placed in the toilet tank to detect leaks. The specifications are as follows:

- Two tablets per package, tablets must contain FDA-certified, non-toxic color
- Installation instructions printed on the package

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**

Questions regarding this request for quotes may be directed to Chuck Simpson, (425) 257-8904, or by email to csimpson@ci.everett.wa.us.

**PRICING AND DELIVERY**

Pricing and delivery shall 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 subdivision) in the State of Washington. 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.

### **QUOTE SUBMITTAL**

Fax quotes are not acceptable for this particular solicitation. All quotes must be delivered to the City of Everett Purchasing Division, 3200 Cedar Street, Everett, Washington 98201 and be received by the deadline.

Each quote must include a complete sample kit exclusive of the items the City will provide. The samples submitted shall be the same items that would be provided if the City were to place an order – no substitutions. Samples will be returned after they have been evaluated.
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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.

Chuck Simpson  
Buyer



CITY OF EVERETT

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 LI 700-7 and LI 700-29 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.**