

**JEFFERSON COUNTY  
BOARD OF COUNTY COMMISSIONERS**

**AGENDA REQUEST**

**TO:** Board of Commissioners  
**FROM:** Frank Gifford, Central Services Director *FG*  
**DATE:** December 16, 2013  
**RE:** Contract – Northwest Forklift, Inc.

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**STATEMENT OF ISSUE:**

The Central Services Department solicited and received bids for replacing a new yard truck. The successful low bidder is Northwest Forklift, Inc. The purchase and sale agreement will obligate the Northwest Forklift, Inc. to deliver the new yard truck to Jefferson County for a total bid price of \$130,515.51.

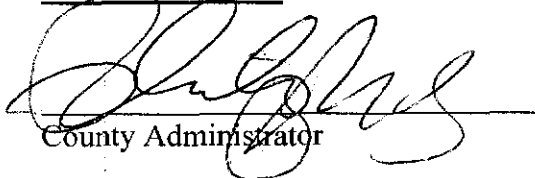
**FISCAL IMPACT:**

Cost is within the current ER&R budget.

**RECOMMENDATION:**

Approve and sign the purchase and sale agreement with Northwest Forklift, Inc. for a new yard truck.

**REVIEWED BY:**

  
County Administrator

12/16/13  
Date

# PURCHASE AND SALE AGREEMENT

This agreement is between NORTHWEST FORKLIFT, 838 Seneca Ave SW, Renton, WA 98057, hereinafter referred to as SELLER, and JEFFERSON COUNTY, 1820 Jefferson Street, Port Townsend, WA 98368, the undersigned, hereinafter referred to as BUYER.

## WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do agree as follows:

**GENERAL PROVISION** This Agreement contains the entire agreement and understanding concerning the subject matter hereof between the parties and supersedes and replaces all prior negotiations, proposed agreements and agreements, written or oral. Each of the parties hereto acknowledges that no other party hereto or any agent or attorney of such party has made any promise, expressed or implied, not contained in this Agreement to induce it to execute this Agreement. Each of the parties further acknowledges that it is not executing this Agreement in reliance on any promise, representation or warranty not contained in this Agreement. This Agreement is to be construed as if it were prepared and reviewed by both parties.

### **1. Sale Of Goods**

Seller shall sell, transfer, and deliver to buyer on or before 120 days after contract approval (See Exhibit "A" Special Provisions), the described personal property.

### **2. Consideration**

Buyer shall accept the goods and pay a total sum of one hundred thirty thousand, five hundred fifteen and 51/100 dollars (\$130,515.51) including delivery and all taxes for said goods as per Exhibit "A" Special Provisions.

### **3. Identification Of Goods**

Identification of the goods to this agreement shall not be deemed to have been made until both buyer and seller have specified that the goods in question are as prescribed in the performance of this agreement.

### **4. Payment On Receipt**

Buyer shall make payment for received goods after inspection and approval by the buyer. Buyer shall make payment following receipt of Seller's invoice and approval of goods as per the attached Exhibit "A"- Special Provisions and in accordance with the County's normal schedule for processing invoices and warrants.

### **5. Receipt Construed As Delivery**

Goods shall be deemed received by buyer when delivered to and accepted by the buyer at 371 Chimacum Road, Port Hadlock, WA. (98339).

### **6. Risk Of Loss**

The risk of loss from any casualty to the goods, regardless of cause, shall be on the seller until the goods have been delivered and accepted by the buyer.

### **7. Warranty Of No Encumbrances**

Seller warrants that the goods are now free, and that at the time of delivery shall be free from any security interest or other lien or encumbrance.

### **8. Warranty Of Title**

Furthermore, seller warrants that at the time of signing this agreement seller neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of seller in the goods.

### **9. Right Of Inspection**

Buyer shall have the right to inspect the goods on arrival, and within thirty (30) business days after delivery, buyer must give notice to seller of any claim for damages on account of condition, quality or grade of the goods, and buyer must specify the basis of the claim of buyer in detail. The failure of buyer to comply with these conditions shall constitute irrevocable acceptance of the goods by buyer.

### **10. Applicable Law**

All questions with respect to the construction of this Agreement and the rights and liabilities of the parties hereto, shall be brought only in the State of Washington and the parties hereto consent to jurisdiction and venue in such State.

### **11. Attorneys Fees**

In the event of any dispute under this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fee and costs, in addition to all other relief to which it may be entitled.

### **12. Amendments**

This agreement shall not be deemed or construed to be modified, amended, rescinded, canceled, or waived in whole or in part except by written amendment signed by the parties hereto.

### **13. Severability**

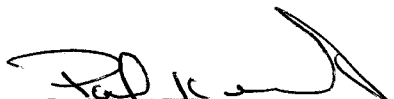
If any provisions of this Agreement shall be held to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WHEREOF, the parties here-to have executed this Agreement to be effective on the date of its signing by the BUYER.

JEFFERSON COUNTY  
BOARD OF COMMISSIONERS

\_\_\_\_\_  
Northwest Forklift

*Paul Kennedy, President*  
Vendor Representative (Please print)

  
\_\_\_\_\_  
(Signature)

*12/2/2013*  
\_\_\_\_\_  
Date

\_\_\_\_\_  
John Austin, Chair

\_\_\_\_\_  
Phil Johnson, Member

\_\_\_\_\_  
David W. Sullivan, Member

Approved as to form only:

*David Alvarez*  
\_\_\_\_\_  
David Alvarez  
Deputy Prosecuting Attorney

*12/6/13*

\_\_\_\_\_  
Date

## **EXHIBIT "A"**

### **SPECIAL PROVISIONS**

**THE FOLLOWING SPECIAL PROVISIONS  
ARE MADE A PART OF THIS PURCHASE AND SALES AGREEMENT**

#### **DESCRIPTION OF WORK**

##### **General Specifications:**

This Agreement provides for the purchase and delivery of One (1) New Yard Truck, which shall be delivered to 371 Chimacum Road, Port Hadlock, WA 98339. The complete unit shall be supplied and delivered by one company responsible for the performance, warranty, parts, and service as specified. The Vendor shall be "factory authorized." All integral components and parts shall work together as a complete and balanced unit.

The New Yard Truck shall be ready for service upon delivery. The New Yard Truck shall meet or exceed the Minimum Specifications listed in the Bid Proposal Forms-Exhibit C for the New Yard Truck.

##### **Delivery Time:**

The Bidder shall indicate on the proposal the projected time for delivery after the effective date of the "Notice of Contract Award".

Final notice of the delivery of the New Yard Truck shall be provided to the County no less than two (2) weeks prior to the proposed delivery date.

##### **Indemnification Clause**

The Vendor shall indemnify, defend and hold harmless the County, its officers, agents and employees, from and against any and all claims, losses or liability, or any portion thereof, including attorneys fees and costs, arising from injury or death to persons, including injuries, sickness, disease or death to Vendor's own employees, or damage to property occasioned by a negligent act, omission or failure of the Vendor.

##### **Compensation**

Compensation shall be paid according to the attached Agreement and the accepted "Awarded" Total Bid Amount listed in the Bid Proposal.

##### **New Yard Truck Specifications**

It is the intent of these Minimum Specifications to describe a New Yard Truck in sufficient detail to secure bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete Yard Truck operation system, shall be included in the bid and shall conform in strength and quality of material and workmanship to what is usually provided to the trade in general. A New Yard Truck shall be a current model under standard production by the manufacturer.

Any units not conforming to these Minimum Specifications will be rejected, and it will be the responsibility of the bidder to conform to the requirements unless deviations have been specifically cited by bidder in the proposal, and acceptance made by Jefferson County Public Works on the basis of the exception.

The Bidder shall attach truck specification list with parts and service availability information for the New Yard Truck. This information will be attached to and made part of the Purchase and Sale Agreement.

See attached Proposal package for Minimum Specifications-Exhibit C.

### **Equipment Warranties**

The Bidder shall attach warranty information for the New Yard Truck to the Proposal. The warranty information will be attached to and made part of the Purchase and Sale Agreement.

### **Vendor's Responsibility**

1. Provide the services described in the Agreement and Exhibit "A" - Special Provisions.
2. Schedule delivery to the Hadlock Shop at 371 Chimacum Road, Port Hadlock WA 98339. Contact Frank Gifford Central Service Director at 360 385-9130.
3. Provide Goods to Buyer in a convenient and timely manner.

### **County's Responsibility**

1. Approve/disapprove any proposed specifications substitutions.
2. Prepare and administer Agreement document.
3. Pay Vendor in accordance with project documents and Agreement provisions.

**EXHIBIT "B"**

**CERTIFICATION REGARDING  
DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Vendor certifies to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a 3-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or Agreement under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the Vendor is unable to certify to any of the statements in this certification, such Vendor shall attach an explanation.

Northwest Forklift, Inc.  
Name of Vendor

Paul Kennedy - President  
Name and Title of Authorized Representative

  
Signature of Authorize Representative

I am unable to certify to the above statement. An explanation is attached.

**Exhibit C**  
**NEW YARD TRUCK PROPOSAL SPECIFICATIONS**

**TO: Jefferson County Department of Central Services**  
**P.O. Box 1220**  
**1820 Jefferson Street**  
**Port Townsend, WA 98368**  
**Attn: Frank Gifford, Director**  
**Re: New Yard Truck Purchase**

**Prospective Bid Holders:**

The undersigned hereby certifies that he/she has read and understands Exhibit "A" Special Provisions and Agreement Documents.

The Department of Central Services reserves the right to reject any and all Bids and to accept the Bid deemed most advantageous to Jefferson County and to waive all informalities in the Bidding.

Please attach warranty, Yard Truck specification list with parts and service availability information to proposal.

Jefferson County will rate each category with a numerical value of 0-10 based on responsiveness and then will select the most responsive bid proposal.

**NEW YARD TRUCK MINIMUM SPECIFICATIONS**

	<b>DESCRIPTION</b>	<b>Note below: Mark (S) specified, (E) Exceeds, or (X) does not meet specifications.</b>	<b>Describe fully.</b>
	<b>STANDARD FEATURES</b>		
1.	Tandem dual wheel D.O.T approved truck.	S	(State year, make and model of truck) 2014 Capacity T1500 DOT Trailer Jockey
2.	Estimated years the proposed model has been available and sold in the U.S.A. market.		(Estimated Years) 15 years
3.	Cummins -200 or more HP engine.	S	
4.	Engine block heater.	S	
5.	Engine assisted starting	X	Not available on Cummins engine. Please see letter attached from Capacity



	fluid system.		See previous page
6.	Allison Automatic 6 speed transmission.	S	
7.	Front Axle-12,000 to 13,200 lb capacity w/ABS brakes with automatic slack adjusters.	S	
8.	Rear Axle-7.17.1 ratio, 42,000 to 48,000 lb. GAWR W/ABS brakes with automatic slack adjusters.	S	
9.	Power assisted steering.	S	
10.	Hendrickson suspension.	S	
11.	Max. 152" wheel base.	S	
12.	Fifth Wheel- Holland hitch- 70,000 lb. capacity.	S	
13.	Fifth Wheel lift cylinders minimum 60,000 lbs. rating.	E	5" Diameter, 70,000 lb. Lift Capacity. 16" Lift Height
14.	Traction tires & wheels- 11Rx22.5.	S	
15.	Exhaust- vertical with heat shield.	S	
16.	Paint- cab, frame, bumper, wheels.	S	
17.	Safety yellow paint on all steps, handrails & grating.	S	

**CAB FEATURES**

18.	Left side steering.	S	
19.	Left and right side steps and hand rails to exit from rear of cab to ground.	X	Drivers side only - See attached letter from Capacity
20.	Three or four point air ride cab.	S	
21.	Electric tilt cab at 45 degree with 90 degree tilt capability	S	
22.	Windshield washer with electric intermittent windshield wipers.	S	
23.	West coast electric left and	S	

	right side mirrors with defrost.	S	
24.	D.O.T. approved seat belt	S	
25.	Air cushion adjustable driver's seat.	S	
26.	Door locks.	S	
27.	Glove box.	S	
28.	Washington State D.O.T. approved LED clearance lights, stop lights, turn signals and back up lights.	S	
29.	Instrument panel with illumination control- Full factory installed warning gauges system (volt meter, oil pressure, water temp., fuel level, air pressure, hour meter, odometer, speedometer.).	S	
30.	Inter-rear axle lock.	S	

31.	Inside cab operation controls including fifth wheel, trailer and cab air brake system.	S	
32.	40,000 to 45,000 BTU heater/defroster.	S	
33.	Translucent sun visor.	S	
34.	Daytime running lights.	S	
35.	Conspicuity tape.	S	
36.	Trailer electric seven (7) wire cable with connections and two (2) colors coded, coiled air lines with glad hand receivers.	S	
37.	Rear license plate bracket and light.	S	
38.	Rear mud flaps.	S	
39.	Rear entry door w/ window.	S	
40.	Driver side door w/ window and steps for exiting from driver's side of cab.	S	
41.	Spring loaded air hoses and light harness wand located behind the cab.	S	
<b>FRAME FEATURES</b>			
42.	Preformed structural steel side rails.	S	
43.	ASTM A572, 12"x3" @ 25 lbs./ft.	S	
44.	Reinforced to 35.2 lbs./ft. Total RBM-3,878,000 to 3,945,000 in-lbs.	S	
45.	Taper curb side deck.	S	

46.	Rear frame extension for easier entry to low trailers.	S	
47.	18" double reinforced front bumper with tow hooks.	S	
48.	50 gal. fuel tank/ with 10" deep step.	S	
49.	Two (2) Group 31, 700 CCA maintenance free batteries.	S	
50.	Term and type of Mfg. Warranties.		Capacity 10 Year Frame Allison Transmission 24 months Cummins Engine 24 months Meritor Axle 24 months
51.	Reinforced steel cab guard.	S	
52.	Constant running PTO/pump.	S	
53.	Electric audio back-up alarm.	S	
54.	Removable slip resistant metal grate attached to frame between back door and fifth wheel.  Used to exit or enter cab and hook-up of wiring and air hoses to trailer.	S	
55.	Min. 18.7 CFM air compressor.	S	
56.	Air drier.	S	
57.	Two copies of parts, operation and repair manuals.	S	