



**Purchase Order
No. 2011-00020764**

DATE 12/09/2011

Ph. (970) 244-1513

Fax (970) 256-4022

Ship To City of Grand Junction
333 West Ave.
Building A
GRAND JUNCTION, CO 81501

Bill To City of Grand Junction
333 West Ave.
Building A
GRAND JUNCTION, CO 81501

Vendor **VENDOR NO. 5954**
JFW Equipment, Inc.
3517 Wayne White Road
Climax, NC 27233
Phone: (336) 685-4998 Fax: (336) 685-0968

PAGE 1 of 1
SHIP VIA Best Way
DELIVER BY 12/30/2011
FREIGHT TERMS FOB Dest, Frght Prepaid Allow
Buyer Name: Susan Jill Hyatt
Buyer Email: susanh@gjcity.org

Award RFQ-3386-11-SH

QUANTITY	UNIT	DESCRIPTION	UNIT COST	TOTAL COST
1.0000	Each	OPERATING EQUIPMENT AND SUPPLIES - Marathon 2011 TPS210T Hot Tack Sprayer with Agitator This Purchase Order along with all other solicitation documents comprise the entire contract. 100-650-340.7900_04 - Operating Equip_Machinery & Tool 9,030.50	9,030.5000	\$9,030.50
PURCHASE ORDER TOTAL				\$9,030.50

Special Instructions: PURCHASE ORDER No. MUST APPEAR ON ALL INVOICES, SHIPPERS, PACKAGES, CORRESPONDENCE
Tax Exempt No. 98-03544

By: Susan J. Hyatt

Rec'd 12/5/11 @ 1:01 pm

HOT TACK SPRAYER

RFQ-3386-11-SH

Due prior to 3:30 p.m. December 8, 2011

The Grand Junction Streets Division expects to purchase one (1) hot tack sprayer. Prices shall include all shipping and delivery charges. Delivery is FOB Grand Junction Streets Division, 333 West Avenue, Building A, Grand Junction, CO 81501. The City reserves the right to award to what it considers the best overall value. Consideration will be given to the features of the machine such as standard equipment and additional accessories as requested. Price will not be the only consideration when making award.

All questions shall be submitted in writing to the Purchasing Representative noted on page one.

Exceptions to the specifications shall be noted in the Comments section. Details concerning the exception shall be listed on a separate sheet of paper. This sheet shall be labeled "Exceptions to Specifications".

Submit pages two and three of this document with your response. Form must be signed.

	Standard Equipment Specifications	Meets	Does Not Meet	Comments
1	150 – 200 Gallon capacity		X	210 gallons
2	5.5 HP engine	X		
3	10 gallons/minute pump	X		
4	Trailer mounted	X		
5	Propane burner	X		
6	Pintle hitch	X		
7	Flush tank	X		
8	Hand held wand with a 20' hose (minimum length) on a hose reel	X		40 ft hose
9	Optional item: Agitator or re-circulating pump	X		

1. Net price for one Hot Tack Sprayer: \$ 8,840.50

Written: Eight Thousand Eight Hundred Forty Dollars and 50 cents Dollars

Manufacture/Year/Model No. Marathon 2011 TPS210T

2. Net price for optional Agitator or Re-circulating pump: \$ 190.00

3. Delivery will take 20 days after receipt of order.

Specify warranty and include copy of manufacturer's warranty: 1 year warranty

Date: 12/1/11

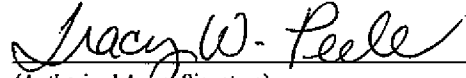
JFW Equipment, Inc.
(Company Name- Typed or Printed)

336-685-4998
(Phone Number)

3517 Wayne White Road
(Address)

Tracy Peele
(Authorized Agent Name - Typed or Printed)

Climax, NC 27233
(City, State, and Zip Code)


(Authorized Agent Signature)

336-685-0968
(Fax Number of Bidder)

tracy@jfwequipment.com
(Email address of Agent or Sales Contact)

WARRANTY POLICY

Manufactured by or for Marathon Equipment Inc.

Marathon Equipment Inc. warrants to each purchaser of new road maintenance equipment that the parts manufactured by Marathon Equipment Inc. and incorporated into the goods purchased are, at the time of delivery to such purchaser, free from defects in material and workmanship if used, serviced and maintained in accordance with the manufacturer's recommendations and operating instructions.

Marathon Equipment Inc.'s obligation under this warranty is limited to repairing, or at its option, replacing any part manufactured by Marathon Equipment Inc. following these specifications:

- The product in question is returned, transportation prepaid to its factory or to an authorized service facility.
- Is found by the manufacturer to be defective.
- Is found within one year from the date of sale to the original purchaser (see exclusions).

Components by other manufacturers shall carry their respective warranty conditions.

DISTRIBUTED PRODUCTS

(Manufactured by Companies other than Marathon Equipment Inc.)

To the extent permitted by law, any representative, warranty or conditions given, or made by Marathon's suppliers on any part, or parts, of their equipment and materials shall ensure to the benefit of the buyer.

This warranty excludes and is in substitution for any implied conditions and warranty's arising under the Sale of Goods Act or any other statute. Except as set forth above, Marathon Equipment Inc. shall have no obligation or liability howsoever caused, whether said damages be special, consequential or otherwise, or any other claims, whether in tort, contract or otherwise.

WARRANTY EXCLUSIONS – NON REIMBURSABLE ITEMS:

No warranty whatsoever is made on any used, second-hand, altered or rebuilt equipment or parts. Such equipment and parts are sold "As Is".

1. Repairs required to correct failures caused by neglect, normal wear or abuse. Marathon covers defective workmanship and materials only.
2. Parts and labour supplied by the user or any unauthorized repair facility unless a Repair Authorization Number is given prior to effecting repairs.
3. Normal maintenance, adjustments including initial tightening of fittings, connections and fasteners that may have been loosened during transportation.
4. Parts and accessories not installed or supplied by Marathon.
5. Consumable items such as hydraulic oil, filters and hoses.
6. Rental of another machine or other related equipment while equipment repairs are in progress.
7. Telephone, telegraph expenses and/or related communications expenses.
8. Replacement and accessory parts not supplied by Marathon and damages resulting from their installation.
9. Loss of revenue resulting from the failure.
10. Loss or damage to personal property.
11. Transportation charges accrued during transportation of failed parts or equipment.
12. Excessive time expended in the diagnosis or repair of the equipment failure.
13. Damage in transit. These claims must be filed with the common carrier concerned.
14. Travel time to diagnose equipment problems and execute repair.
15. Complete assembly's that have failed prematurely as a result of customer failure to address warrantable condition, unless it is proven that such assembly cannot be placed in first class condition by replacement of parts or unless previously authorized by factory.
16. Normal service work over and above the repair or replacement of defective parts.
17. Repairs made to the engine, under warranty, that is covered only by unauthorized Engine Dealers and Distributors, designated by the engine manufacturer.
18. Heating systems, hydraulic components, material pump and hoses, applicator valves and electrical components damaged or defective as a result of accident, alteration, abuse, improper use, normal wear or other cause beyond Marathon's control, or failures of these components that may occur 60 days after delivery.
19. Charges for warranty repairs in excess of Marathon's standard warranty labour rate.
20. Damage to diesel engines and burner systems where recommended fuels have not been used. Damage to engines caused by the use of biodiesel fuels shall not be covered under the engine manufacturer's warranty.
21. Damage to paint caused by use of pressure washer and / or cleaning chemicals.



REQUEST FOR QUOTATION

RFQ-3386-11-SH HOT TACK SPRAYER

Purchasing Representative:

Susan J. Hyatt, C.P.M., CPPB

Senior Buyer

Phone (970) 244-1513

Fax (970) 256-4022

susanh@gjcity.org

Responses due prior to 3:30 p.m. December 8, 2011

Responses are acceptable by fax, email or via the U.S. Post Office.

If mailing, use the following address:

Susan Hyatt

RFQ-3332-11-SH

City of Grand Junction Purchasing Division

250 North 5th Street

Grand Junction, CO 81501

*****Submittal by FAX is acceptable for this solicitation*****

The City of Grand Junction is inviting competitive quotations from interested parties to provide all labor, materials and equipment as described herein. **Submit pages two and three of this document with your response.**

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6	Pintle hitch			
7	Flush tank			
8	Hand held wand with a 20' hose (minimum length) on a hose reel			
9	Optional item: Agitator or re-circulating pump			

1. Net price for one Hot Tack Sprayer: \$ _____

Written: _____ Dollars

Manufacture/Year/Model No. _____

2. Net price for optional Agitator or Re-circulating pump: \$ _____

3. Delivery will take _____ days after receipt of order.

Specify warranty and include copy of manufacturer's warranty: _____

Date: _____

(Company Name— Typed or Printed)

(Phone Number)

(Address)

(Authorized Agent Name – Typed or Printed)

(City, State, and Zip Code)

(Authorized Agent Signature)

(Fax Number of Bidder)

(Email address of Agent or Sales Contact)