

RESOLUTION NO. _____

A RESOLUTION calling for sealed bids on behalf of Roads and Transportation Services, to supply (1) one new Walk-Behind Concrete Saw.

WHEREAS, it has been demonstrated to the Board of Thurston County Commissioners that it is necessary and appropriate and in the best interests of Thurston County for the Board of County Commissioners to advertise and call for sealed bids for the above-described matter;

NOW, THEREFORE, the Board of County Commissioners of Thurston County, State of Washington, does resolve as follows:

Section 1. The Board of County Commissioners hereby calls for and will receive sealed bids to supply (1) one new Walk-Behind Concrete Saw.

Section 2. The day for opening said bids shall be set for December 18, 2008 at 10:45 a.m. in the Thurston County Courthouse, Room 028, Building 1, 2000 Lakeridge Drive SW, Olympia, Washington.

Section 3. The bid invitations and specifications shall be placed on file in the Roads and Transportation Services Dept., 9605 Tilley Road S, Olympia, Washington and can be viewed on the Builder’s Exchange of Washington website at www.bxwa.com under “Goods and Services”.

Section 4. Awards shall be made to the lowest responsible bidder; however, any or all bids may be rejected for good cause.

Section 5. The Clerk of the Board is hereby instructed to advertise the call for such sealed bids, by publication in the official County paper and also in one trade paper of general circulation in the County, in one issue of each paper at least thirteen days prior to the date upon which bids will be received, and noting that Thurston County is an equal opportunity employer as required by the Equal Employment Opportunity Act (Public Law 92.261).

ADOPTED: _____

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

ATTEST:

Clerk of the Board

Chairman

APPROVED AS TO FORM:

EDWARD G. HOLM
PROSECUTING ATTORNEY

Vice-Chairman

By: _____
Deputy Prosecuting Attorney

Commissioner

CALL FOR SEALED BIDS

1. **NOTICE TO BIDDERS:** Sealed bids will be received at the Reception Desk of the Board of Thurston County Commissioners, 2000 Lakeridge Drive SW, Building 1, Room 269, Olympia, Washington 98502, only until 10:30 am, December 18, 2008 for the following:

(1) One new Walk-Behind Concrete Saw

Sealed bids must be clearly marked with the bid opening date and time. Such bids will be publicly opened and read on December 18, 2008, at 10:45 a.m. in the Thurston County Courthouse, Room 028, Building 1, 2000 Lakeridge Drive SW, Olympia, Washington.

2. **BIDDING DOCUMENTS:** The bid invitations and specifications shall be placed on file in the Roads and Transportation Services Dept., 9605 Tilley Road SW, Olympia, Washington and can be viewed on the Builder's Exchange of Washington website at www.bxwa.com under "Goods and Services".

3. **AWARD AND REJECTION OF BIDS:** The bid award shall be made to the lowest responsible bidder. The Board of Thurston County Commissioners may reject any or all bids for good cause.

4. **TITLE VI STATEMENT TO PUBLIC:** Thurston County Roads & Transportation Services ensures full compliance with Title VI of the Civil Rights Act of 1964 by prohibiting discrimination against any person on the basis of race, color, national origin or sex in the provision of benefits and services resulting from its federally assisted programs and activities. For questions regarding our Title VI Program, you may contact Ted Saylor, Title VI Coordinator at (360) 754-3355 ext 7826.

DATED: _____

BOARD OF COUNTY COMMISSIONERS
Thurston County, Washington

ATTEST:

Clerk of the Board

Chairman

APPROVED AS TO FORM:

EDWARD G. HOLM
PROSECUTING ATTORNEY

Vice-Chairman

By: _____
Deputy Prosecuting Attorney

Commissioner

Publish: **The Nisqually Valley News-December 5, 2008**
Daily Journal of Commerce-December 5, 2008

**INVITATION FOR BID (IFB)
THURSTON COUNTY, WASHINGTON**

Equipment Proposal Form

Sealed bids will be received at the Reception Desk of the Thurston County Commissioners, Thurston County Courthouse, 2000 Lakeridge Dr. SW, Building 1, Room 269, Olympia, WA. 98502-6045 until 10:30 a.m. on December 18, 2008, to supply (1) one new Walk-Behind Concrete Saw. Such bids will then be publicly opened and read. The equipment shall include all items necessary for efficient operation whether or not specifically mentioned in these specifications.

BIDDER'S AUTHORIZED OFFER:

1. **MAKE AND MODEL** of Walk-Behind Concrete Saw

Price F.O.B. 9605 Tilley Road SW, Olympia WA 98512 \$ _____

2. Trade-in of _____ N/A _____ (**Deduct**) \$ N/A

3. **NET PRICE F.O.B** 9605 Tilley Road SW, Olympia WA 98512 \$ _____

The Bidder is not to include in its Bid Washington State Sales Tax (WSST). Thurston County will add WSST to the purchase order.

4. The authorized signatory below acknowledges having read and understood the entire IFB and agrees to comply with the terms and conditions of the IFB in submitting and fulfilling the offer made in its Bid.

5. By submitting this Bid, Bidder hereby offers to furnish equipment in compliance with all terms, conditions, and specifications contained in this IFB

The signatory below represents that he/she has the authority to bind the company named below to the Bid submitted and any purchase order that may be issued as a result of this IFB. This Bid is a firm offer for a period of 365 days following the due date specified in the IFB, and it may be accepted by Thurston County at any time within the 90 days.

Company Name

Phone (_____) _____

Street / P.O. Box

Bidder Authorized Signature

City State Zip

Title

Date: _____

BID REQUIREMENTS

NAME OF BIDDER _____

1. INSTRUCTIONS TO BIDDERS

The documents that make up this IFB are the Equipment Proposal Form, the Bid Requirements, and the Minimum Specifications.

1.1. INTENT OF BID

Furnish and deliver to Thurston County a Walk-Behind Concrete Saw meeting or exceeding the minimum specifications. Bid price to include the cost of the new unit less the trade-in value for the specified County equipment. Only new models in current production and in common usage will be considered in the award.

1.2 THURSTON COUNTY COORDINATOR

The Thurston County coordinator is the sole point of contact in Thurston County for this procurement. All communication between the bidder and Thurston County upon release of this bid proposal shall be with the Thurston County coordinator as follows:

Name: Richard E Hardy

E-mail Address: hardyr@co.thurston.wa.us

Mailing Address: 9506 Tilley Road S. Olympia, WA. 98531

Physical Address: 9506 Tilley Road S. Olympia, WA. 98531

Phone Number: 360-709-3023

Fax Number: 360-709-3046

Any other communication will be considered unofficial and non-binding on Thurston County. Bidders are to rely on written statements issued by the Thurston County coordinator. Communication directed to parties other than the Thurston County coordinator may result in disqualification of the bidder.

1.3 BASIS OF AWARD

a. Award of a contract by Thurston County will be to the lowest responsible and responsive bidder submitting a bid in accordance with this IFB. The lowest bid shall be based on the total price for the specified equipment less any trade-in value. WSST shall not be included in bid pricing submitted. No charge by bidder shall be made for federal excises taxes.

b. The equipment must be available for delivery to Thurston County Roads and Transportation Services Department, 9605 Tilley Road S.W., Olympia, WA. 98512 (hereinafter “Tilley Road Shop”) within 60 days after the date the purchase order is issued by Thurston County.

c. The Board of Thurston County Commissioners reserves the right to reject any or all bids for good cause and in particular to reject a bid not accompanied by bid security or data required by the IFB or a bid in any way materially incomplete or irregular. Thurston County reserves the right at its sole discretion to waive minor administrative irregularities.

1.4 **WITHDRAWAL OR MODIFICATION OF BID OR PROPOSAL**

Bidders are liable for all errors or omissions contained in their bids.

a. **After Bid submittal but prior to Bid opening:** The bidder may modify or withdraw his/her bid at any time prior to the due date and time set for bid opening by providing a written request to the Thurston County Coordinator from an authorized representative of the bidder.

b. **After Bid opening:** No bid shall be altered or amended. Thurston County may allow a bid to be withdrawn if the bidder demonstrates that the prices were miscalculated. A low bidder, who claims error and fails to enter into a contract with Thurston County, may not participate in bidding on the same equipment if the IFB is subsequently reissued by Thurston County.

Thurston County reserves the right to contact bidder for clarification of bid contents.

1.5 **BID SECURITY**

a. All bids shall be accompanied by a Bid Security deposit in the form of a certified check, cashier’s check or surety bond in the amount equal to five percent (5%) of the amount of such bid.

b. Bid Security will be returned via certified mail to all unsuccessful bidders after award of contract and upon issuance of a purchase order to the Successful Bidder.

c. Failure to accept an award will result in forfeiture of the Bid Security and such funds will be deposited into the County treasury as liquidated damages.

d. The Successful Bidder’s Bid Security will be returned upon issuance of a purchase order.

2. **GENERAL REQUIREMENTS**

2.1 **CONTRACT FORMATION**

A bid submitted in response to this IFB is an offer to contract with Thurston County. A bid becomes a contract only when legally awarded and accepted in writing by Thurston County. This IFB does not obligate Thurston County to contract for the purchase of equipment specified herein.

2.2 **INCORPORATION OF DOCUMENTS**

This IFB and the Successful Bidder's bid will be incorporated into the resulting purchase order.

2.3 **RIGHT TO CANCEL**

Thurston County reserves the right to cancel or to reissue all or part of this IFB at any time without obligation or liability.

2.4 **REVISIONS TO THE IFB**

In the event it becomes necessary to revise any part of this IFB, addenda will be provided via e-mail to all individuals who have made the Thurston County coordinator aware of their interest. Addenda will also be published on the Thurston County website at www.bxwa.com.

3. **BIDDER QUALIFICATIONS**

3.1 **MANUFACTURER'S SPECIFICATIONS**

Bidder shall submit with bid a complete set of manufacturer's specifications and illustrated descriptions. Failure to submit may render the bid non-responsive and cause the bid to be rejected

3.2 **BIDDER SERVICE FACILITIES**

a. *Service Capability:*

Bidder, if other than the manufacturer, must be an authorized distributor, dealer or service representative and is authorized to sell the manufacturer's products and have facilities, skilled personnel, and parts available to completely service, maintain, overhaul and repair the equipment set out in this IFB within the local area (150 mile radius of the Tilley Road Shop).

b. *Parts Availability:*

Bidder shall maintain an adequate stock of normal replacement parts and shall make deliveries within 24 hours when requested. Toll free telephone number or telephone where collect calls will be accepted to order parts: _____

c. *Pricing:*

Bidder shall guarantee that parts prices will be as low as such parts that are sold to any other user. If at any time the prices are increased or decreased to the general trade it is understood that Thurston County shall not pay a higher price than any other user, effective with the date of such price increase or decrease to the general trade.

3.3 **EQUIPMENT SERVICE/TRAINING**

Bidder shall provide manufacturer's service training for 6 Thurston County employees at the Tilley Road Shop, to assure efficient and economical performance and maintenance of the equipment to be purchased. Said training shall consist of manufacturer's standard program designed for authorized service centers and/or pre-qualified staff. The training fee shall cover all costs of training shall be included in the bid price. Thurston County shall not be responsible for any additional manufacturer's costs for training required pursuant to this section

3.4 **TRADE-IN(S)**

- a. The trade-in is sold in “as is” condition and no warranties of any kind accompany the trade-in including but not limited to warranty of merchantability and warranty of fitness. The bidder assumes all risk associated with the trade-in. Trade-in will not be released until the equipment set out in this IFB is accepted by Thurston County.
- b. Trade-in may be inspected by scheduling an appointment with a Thurston County Heavy Equipment Representative (Dick Weston or Rick Hardy) at (360) 786-5496 between 9:00 a.m. and 4:00 p.m., Monday through Thursday.

4. **SUCCESSFUL BIDDER RESPONSIBILITIES**

4.1. **WARRANTY**

- a. The Successful Bidder shall warrant that for a period of One year(s) from the date of in Service , or 2000 hours, whichever occurs first, the Successful Bidder will, at his/her own expense and without cost to Thurston County, replace all defective parts and make any repairs that may be required or made necessary by reason of defective material or workmanship.
- b. The Successful Bidder warrants that all equipment provided under this IFB shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any equipment and inspection incidental thereto by Thurston County shall not alter or affect the obligations of the Successful Bidder or the rights of Thurston County.
- c. Thurston County will make a reasonable attempt to deliver the equipment to the Successful Bidder’s service facility for warranty repairs or bear cost of transportation of parts and servicemen to the machine’s location. However, if Thurston County is unable to deliver the equipment, the Successful Bidder shall come to the location of the equipment to perform the warranty repairs.

4.2 **DELIVERY**

Delivery of the equipment shall be made during Tilley Road Shop normal work hours. Thurston County reserves the right to refuse shipment when delivered after normal working hours. Equipment is to be shipped FOB Tilley Road Shop freight prepaid and included in price. In no case shall Successful Bidder initiate performance prior to receipt of written or verbal authorization from the Thurston County Coordinator. Expenses incurred otherwise shall be borne solely by the Successful Bidder.

4.3 **INSPECTION AND REJECTION**

Thurston County’s inspection of all equipment upon delivery is for the sole purpose of identification. Such inspection shall not be construed as final acceptance, or as acceptance of the equipment, if equipment does not conform to the requirements set forth in this IFB. If there are any apparent defects

in the equipment at the time of delivery, Thurston County will promptly notify the Successful Bidder. Without limiting any other rights, Thurston County may require the Successful Bidder to:

- a. Repair or replace, at Successful Bidder's expense, any or all of the damaged equipment, or
- b. Refund the price of any or all of the damaged equipment, or
- c. Accept the return of any or all of the damaged equipment.

4.4 **TITLE AND RISK OF LOSS**

Regardless of FOB point, Successful Bidder agrees to bear all risks of loss, injury, or destruction of equipment ordered herein which occur prior to delivery and acceptance. Such loss, injury, or destruction shall not release the Successful Bidder from any obligation hereunder.

4.5 **STATEMENT OF ORIGIN**

Equipment shall be delivered with a Statement of Origin and title application completely filled out.

5. **GENERAL PROVISIONS**

5.1 **PAYMENT**

Thurston County will make payment within thirty (30) days after the final acceptance of the equipment.

5.2 **COOPERATIVE PURCHASES**

Pursuant to the Washington State Interlocal Cooperative Act, RCW 39.34, other governmental agencies may purchase equipment on this solicitation or contract in accordance with the terms and prices indicated therein if all parties are willing.

MINIMUM SPECIFICATIONS

ONE (1) WALK-BEHIND CONCRETE SAW

The intent of this specification is to describe Walk-Behind Concrete Saw.

Only new current standard production models built for the U.S. market will be considered acceptable. Printed literature and specifications describing the equipment offered must be included with the bid proposal. Any recent changes to standard features and/or changes required for the intended use will be supplied. All accessories required by these specifications shall be identical in quality and design to those normally supplied for sale through regular commercial channels.

NOTE: To be eligible for award, bidder must indicate whether the equipment being bid meets, exceeds, or deviates from the specifications. Bidder shall use the “check if as specified” column or explain any deviations fully. Use an additional sheet if necessary.

Make and Model Bid _____

WALK-BEHIND CONCRETE SAW

Minimum Specifications Called For

Check If As Specified

Describe Fully If Not as Specified

General Description

A Saw to Cut both Concrete and Asphalt and have a cutting depth of no less than 11.5 inches.

Engine:

The engine to be liquid-cooled.

Turbocharged Diesel.

The engine H.P to be no less than 48 hp.

Control Panel:

The panel shall have water temperature.

Panel shall have a Ammeter.

Panel shall have a tachometer.

Panel shall have a Blade Clutch Switch.

Transmission:

The gearbox to sit at a Right-Angle to minimizes vibrations and shall help increase efficiency.

Minimum Specifications Called For

Check If As Specified

Describe Fully If Not as Specified

The gear-box to be 3-speed with two neutral positions.

The gear-box shall be color-coded to match the blade diameter and the blade shaft rpm.

The saw to have an Electric Tracking System.

The Saw shall no less than 12 belts from the engine to the blade shaft or Equal

Cutting Equipment:

The Blade size to be a max 30"

Dimensions:

Weight to be no more than 1545 lbs.

[insert spec]
