

RESOLUTION NO. _____

A RESOLUTION calling for sealed bids on behalf of Roads and Transportation Services, to supply (1) one new Multi-Terrain Loader.

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 one (1) Multi-Terrain Loader.

Section 2. The day for opening said bids shall be set for September 2, 2008 at 9:15 a.m. in the Thurston County Courthouse, Room 280, 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 9:15 a.m., September 2, 2008 for the following:

Supply (1) one new Multi-Terrain Loader

Sealed bids must be clearly marked with the bid opening date and time. Such bids will be publicly opened and read at 9:15 a.m., September 2, 2008, in the Thurston County Courthouse, Room 280, 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-August 15, 2008**
Daily Journal of Commerce-August 15, 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 9:15 a.m. on Tuesday, September 2, 2008, to supply (1) one new Multi-Terrain Loader. 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 Multi-Terrain Loader**

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

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

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

(360)
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 Multi-Terrain Loader 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: 9605 Tilley Road S. Olympia, WA. 98512

Physical Address: 9605 Tilley Road S. Olympia. WA. 98512

Phone Number: 360-786-5496

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 60-90 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 5 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 and 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 3 year(s) from the date of final acceptance, or 5000 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 the 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) MULTI-TERRAIN LOADER

The intent of this specification is to describe Multi-Terrain Loader.

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 _____

MULTI-TERRAIN LOADER

Minimum Specifications Called For

**Check If As
Specified**

**Describe Fully If
Not as Specified**

General Description:

The multi-Terrain Loader shall be highly versatile and compact. And be designed to be reliability and productivity in the toughest working conditions.

Basic Specifications:

Net power shall be at least 82hp.

Gross power shall be at least 85 hp.

Operating weight shall be no more than 9900 lbs.

Machine width shall be no more than 78-1/2" and no less than 76".

Machine height at the top of the cab shall be 82".

Engine:

Engine shall be Tier III compliant.

The engine shall be designed and built by the machine manufacturer.

The engine shall be Direct fuel injected, turbocharged, liquid cooled and shall have four (4) cylinders.

The engine shall have a total displacement of not less than 201 cubic inches.

The engine shall be equipped with an alternator that has a charging capacity of at least 90 amperes.

Glow plugs shall be provided for improved starting in cold weather.

Air filtration shall be accomplished via a radial seal air cleaner with a secondary backup. The air intake system shall include a pre-cleaner, as well as a convenient in-cab air flow restriction indicator.

The radiator must not have any other cooler or condenser mounted on top or below, restricting cooling capability.

The engine and hydraulic oil coolers shall have an ambient temperature cooling capacity of 109 degrees F.

The cooling fan and radiator shall be able to tilt-up via a gas strut, allowing easy access to the engine.

The cooling system shall pull air in from both sides of the machine, directing it away from the operator and site bystanders.

The cooling fan shall not be belt driven, but should be powered by a hydraulic motor that is demand driven based on weather climate, when fan is active it must maintain constant airflow and fan speed, even under load that would cause the engine to lug.

The machine shall have a speed-sensing valve that automatically de-strokes the piston pump to reduce the change of stalling the engine during lugging.

There shall be on more than two (2) belts driven off the engine.

The machine is equipped with A/C the compressor shall be driven hydraulically.

The machine shall have braided, color-coded and numbered wiring harness for easy diagnostics.

The machine shall have sealed pin connectors to prevent dirt and moisture infiltration.

The machine shall be equipped with a battery that has at least 12 volts and 850 CCA for cold start capabilities in 32 degrees F climate.

The machine shall have a main system relay with 105 amp circuit breaker protection to prevent fire.

The machine shall have the engine enclosure to be lockable.

Powertrain/Transmission:

Two hydrostatic axial piston drive pumps shall be splined directly to the engine via a flexible coupling for maximum efficiency, reliability and serviceability and shall power the final drive motors, driving the tracks. (no chains shall be used.)

Hydrostatic drive pumps shall be contained in a mono-block housing for maximum reliability and durability.

The drive system shall be an internal positive drive type, designed to eliminate the steel on steel contact of tooth and sprocket engagement, and shall instead consist of a system in which stationary inner pins with external roller sleeves drive molded composite rubber lugs internal to the track.

An anti-stall feature shall allow maximum power to the tracks while minimizing engine stalling.

A hand and foot throttles shall be provided to allow the operator to match engine speed to a task. The hand throttle shall allow the operator to maintain consistent engine speed and the foot throttle shall allow the operator to vary engine speed and minimize fuel consumption.

Maximum forward travel speed shall be at least 5.6 mph /9.3 mph for 2 speed.

Maximum reverse speed shall be at least 5.6 mph / 9.3 mph for 2 speed.

The transmission shall be 2 speed and hydrostatic.

Steering:

The machine shall be equipped with a single, hydraulically operated joy-stick that controls the forward/reverse and steering directions.

The machine must be equipped with a selectable pattern control changer to operate in either “s” pattern or “h” pattern.

The machine must have seat mounted / adjustable joy-stick controls.

The joy-sticks shall use an “s” control pattern.

Full turning radius from the center without a bucket shall be less than 66.7 ins.

Brakes:

The machine shall have a spring applied, hydraulically released parking brake that shall automatically engage when arm bar is raised, and shall be designed to hold machine static at any point on a 2 to 1 slope.

Wet multi disc parking brakes.

The control interlock system, when operator leaves the seat or armrest raised it will disable.

Hydraulic system disable.

Hydrostatic transmission disable.

Parking brake engages.

Hydraulic Systems:

The machine shall be equipped with a single, hydraulically operated joy-stick that control the lift, lower and tilt functions.

The machine must be able to lift the operating load to 4ft when the is at “ idle speed “ or no throttle.

The high flow hydraulics of the machine shall be at least 33 gal/min.

The high flow hydraulic pressure of the machine shall be at least 4,061 psi.

The high flow hydraulic horsepower of the machine shall be at least 78.2 hp.

The machine be equipped with auxiliary hydraulics activated by switches located on both the right and left hand joy-sticks

The machine shall have a hydraulic oil tank capacity of at least 11 gals.

The machine shall be equipped with a hydraulic tank that has an anti-cavitation loop.

The machine shall be equipped with a hydraulically driven fan, eliminating maintenance costs and friction losses associated with a belt.

High pressure Tough Guard XT ES hoses and O-ring face seals help assure a leak free system.

The hydraulic hose shall be protected with anti-chaff material and shall be secured to the machine frame.

Axles:

The machine shall have a heavy-duty torsion axle to suspend each of the undercarriage from the machine frame and shall be shock absorbing.

Undercarriage:

The track shall consist of molded rubber with composite reinforcement and shall contain no steel, in order to eliminate the possibility of corrosion based failures.

Rubber track shall be lightweight, pliable and reinforced with high tensile strength cords.

The undercarriage shall not be directly mounted to the machine frame, but shall instead be suspended on a torsion axle suspension system in order to minimize machine stresses and maximize traction.

The undercarriage shall contain pivoting bogey wheels in order to maintain ground contact for maximum traction in adverse conditions.

The machine shall have a minimum ground clearance of no less than 8.8 ins.

The machine ground pressure shall not exceed 3.9 psi.

The overall length of track shall be 89 ins.

The length of track on the ground shall be 71 ins.

The machine weight shall be evenly distributed across the entire width and length of the track via multiple sets of rollers to disperse pressure, and maximize traction and flotation.

The undercarriage shall consist of an open design that allows easy cleaning of components.

Elevated positive track shall keep drive components away from ground debris.

The undercarriage shall be a Performance Package # 3, “dual” levels of suspension through two torsion axles, Two speed, Self level, Advanced machine information and control system (AMICS).

Operator Station:

The machine shall be equipped with deep skid-resistant, self-cleaning steps.

The machine shall have no foot controls used to operate loader arm, tilt function or auxiliary hydraulics.

The machine must be equipped with an “ Air Ride” seat.

The machine must be sealed & pressurized cab.

The machine shall be equipped with both a hand and foot throttle.

The machine shall have a retractable seat belt.

The machine shall come standard with an arm bar and for added operator comfort and safety.

The machine shall be equipped with ROPS/FOPS protective structures rated to at least 12,345 lb.

The cab must be equipped with a quick release to remove the front door as well as a quick release gas strut door assist that requires no use of tools to remove.

The front door must be Polycarbonate with wiper and washer.

The machine shall have a heater capacity of at least 14,000 btu.

The heater shall be equipped with an integrated shut-off valve for summer operation.

The heater and air conditioner shall utilize six adjustable vents.

The machine shall have audible warning alarms for Air Filter Restriction, Alternator Output, Armrest Raised/ Operator Out of Seat, Engine Coolant Temperature, Engine Oil Pressure, Glow Plug Activation, Hydraulic Filter Restriction, Hydraulic Oil Temperature and Park Brake Engaged.

The machine equipped with a door shall be equipped with a hydraulic lock-out mechanism that prevents loader arm movement with door in open position.

The machine shall be equipped with a convex, rearview mirror for superior visibility to the rear and side of the machine.

The machine shall be equipped with a standard 12v electrical socket.

The machine must have pilot hydraulic control to give the operator better precise control with minimal effort.

The right joy-stick shall control loader up/down and tilt control and the left shall control forward and reverse travel speed plus direction.

The machine shall have deluxe joy-stick to provide positive action buttons for precision fingertip control of many machine functions including proportional work tools hydraulics and work tool electrical.

Both basic and deluxe joy-stick functions shall include one-touch continuous auxiliary hydraulic flow and momentary auxiliary hydraulic flow.

Sliding side windows shall provide protection from the elements and allow fresh air ventilation.

Side windows shall be removable for easy cleaning.

The machine shall have both top and rear windows.

The machine shall have forward work light and rear work light all adjustable 10 degrees.

Loader linkages / Structures:

The loader linkage shall be of a vertical lift style.

The loader linkage shall be equipped with a split style D-ring for simple auxiliary hose securing.

The pins shall have countersunk grease fittings to protect them from damage.

The machine shall be equipped with two tilt cylinders, protected by heavy-duty torque tube.

The machine shall have a tipping capacity of at least 7707 lbs.

The rated operating capacity at 35% tipping load shall be no less than 2696 lbs.

The rated operating capacity at 50% tipping load shall be no less than 3854 lbs.

The rated operating capacity with counterweight shall be no less 4081 lbs, with Optional counterweight.

The machine will have a dump angle of least 50 degrees for superior bucket clean-out.

The machine shall have an arched transition to the coupler for increased dump clearance.

Cantilevered pins in the loader linkage shall be forged and induction hardened, and shall be the same diameter all the way through using a flagged end to secure them to one side, allowing them to rotate in the corresponding bore.

The machine shall have a maximum hinge pin height of at least 127 ins.

Reach at maximum lift and dump shall be at least 31.5 ins.

Clearance at maximum lift and dump shall be at least 96.5 ins.

The rack back angle at maximum height shall be 85 degrees.

The maximum reach with arms parallel to the ground shall be 51.2 ins.

The tilt cylinder break-out force shall be at least 7308 lbs.

Serviceability:

The drive and implement hydraulic pumps shall be actuated via low-pressure pilot hydraulic oil flow and may not be actuated via any mechanical linkages.

The machine shall be equipped with grouped, spin-on fuel/water separator, engine oil and hydraulic oil filters, none of which are horizontally mounted.

The engine shall be mounted lengthwise for better accessibility.

The radiator, hydraulic oil cooler and grill shall be protected by a guard, and shall tilt up via a gas-assisted strut to gain access to the engine.

The machine shall be equipped with sight gauges on the hydraulic tank and the radiator.

The machine shall be equipped with standard system pressure and fluid analysis test ports.

The machine shall have an electronic port allowing electronic machine diagnostics.

The machine shall not have any required maintenance points that require lifting of the cab structure.

The maintenance point shall be grouped in easily accessible locations.

The machine shall have a solid steel door, with a bumper that slightly protrudes beyond the door, in order to prevent damage to engine compartment components.

The rear door shall open to 90 degrees for easy access to both sides of in-line mounted engine.

All filters shall be easily accessible.

The machine shall have a cab that tilts to the rear by an individual using a single tool and shall expose all pumps, motors, valves and lines. Cab shall be held in place by a self latching mechanism.

The machine shall have a removable belly pan section in the floor of the machines lower frame shall provide excellent access for periodic cleaning.

Minimum Service Fill Capacities:

The machine shall have a hydraulic oil tank capacity of at least 11 gals.

The hydraulic system shall hold 15 gals.

The fuel tank shall hold 26 gals.

The engine crankcase shall hold 2.6 gals.

The engine cooling system shall hold 3.7 gals.

Work Tool Options:

The machine shall have a universal coupler interface to easily change work tools.

The coupler shall have the following features: a low profile side plate designed for optimum match to work tools and minimal material packing, opposing wedges to ensure a tight tool fit, large contact areas to absorb loads and minimize stress, chrome plated and lubricated vertical pins for smooth engagement and prevention of corrosion.

The coupler shall have manual engagement and disengagement of work tools using two high leverage handle.

The machine shall have a Multi-Purpose bucket with a bolt on cutting bit.

A hydraulic quick coupler shall allow engagement and disengagement without the operator the operator to exit the machine.

Manuals:

One fully illustrated service manual per unit.

One fully illustrated parts manual per unit.

Color to be standard.

Options:

The machine shall come with a 60” Brush Cutter Tool.

The machine shall come an Auger system and be a Planetary drive with a torque level of 5034lbs per ft, and one 12” auger bit and 18” auger bit. Also to work on the Cat 305C mini Excavator.

The machine shall come with a hammer with a tool diameter of 2.6 ins. Also to work on a Cat 305C mini Excavator.

The machine shall come with a Cold Planer, the drum width shall be 18” and drum Torque of 600 Ft-lbs.

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

Equipment Proposal Form

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1. **MAKE AND MODEL of Multi-Terrain Loader**

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

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_____			(360)	_____
Company Name			Phone	
_____			_____	
Street / P.O. Box			Bidder Authorized Signature	
_____	_____	_____	_____	
City	State	Zip	Title	
Date: _____				

BID REQUIREMENTS

NAME OF BIDDER _____

1. INSTRUCTIONS TO BIDDERS

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1.1. INTENT OF BID

Furnish and deliver to Thurston County a Multi-Terrain Loader 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: 9605 Tilley Road S. Olympia, WA. 98512

Physical Address: 9605 Tilley Road S. Olympia. WA. 98512

Phone Number: 360-786-5496

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 60-90 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 5 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. Thurston County shall not be responsible for any additional manufacturer's costs for training required pursuant to this section.

3.5 **TRADE-IN(S)**

- c. 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.
- d. 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 3 year(s) from the date of final acceptance, or 5000 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 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.