

**Grant County  
PUBLIC WORKS DEPARTMENT**

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124 Enterprise St. S.E.  
Ephrata, Washington 98823  
(509) 754-6082; Fax (509) 754-6087

Sealed bids will be received for the following equipment:

**Rock Rake**

Bid Opening  
at  
**2:00 PM**  
**January 27, 2009**  
at the  
Office of the  
Board of County Commissioners  
Grant County Courthouse  
35 C Street NW, Room 207  
P.O. Box 37  
Ephrata, WA 98823

## **NOTICE TO EQUIPMENT DEALERS**

Sealed bids, plainly marked "**Bid for Rock Rake, Equipment Contract 2009-03**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, 35 C Street NW - Room 207, P.O. Box 37, Ephrata, WA 98823, until **2:00 PM, Tuesday, January 27, 2009**, and will then and there be opened and publicly read for furnishing and delivering:

### **One - Rock Rake**

Informational copies of the proposal and specifications are on file with the County Engineer in the Grant County Public Works Building, 124 Enterprise St. S.E., Ephrata, WA 98823.

Trade-Ins:       None

The Board of County Commissioners reserves the right to reject or accept any or all portions of the bids received.

## INSTRUCTIONS TO BIDDERS

- 1) Sealed bids, plainly marked "**Bid for Rock Rake, Equipment Contract 2009-03**", will be received by Grant County at the Office of the Board of County Commissioners located in the County Courthouse, P.O. Box 37, 35 C Street NW - Room 207, Ephrata, WA, 98823, until **2:00 PM, January 27, 2009**, and will then and there be opened and publicly read for the construction of the improvements.
- 2) The Bidder may submit a bid on any or all items listed. If the Bidder does not wish to bid any particular item or items, please write "**NO BID**" on the appropriate proposal sheet.
- 3) Multiple bids for the same item may be made by the Bidder. Please copy the appropriate proposal sheet(s) for the item(s) to be bid with more than one model. The proposal for each item bid must be completed. Please number the proposal sheets accordingly.
- 4) The proposal must be completed and the proposal signature sheet must be signed.
- 5) An informational copy of the contract is provided to the Bidder. Please read it but do not sign it.
- 6) All exceptions or changes to the specifications must be shown on the proposal sheet(s) in the space provided or attached to the proposal sheet.
- 7) The Board of County Commissioners reserves the right to reject or accept all or part of the proposal submitted by the Bidder.
- 8) Bidders are advised that the unit price bid for each new item will be compared with current State or other public agency contract prices for similar vehicles. After said comparison the County may reject or accept all or part of the proposal submitted by the Bidder and purchase items directly from the State or other public agency contracts.
- 9) No trade-ins are offered for sale in this contract.

## GENERAL CONDITIONS

1. The attached specifications are for the purpose of providing details regarding the type of product desired by Grant County. Equal or similar products from reputable manufacturers and suppliers are permitted. Grant County shall be the final determiner of product equivalence.
2. The Bidder has 15 days from the date of award to sign and return the contracts. Failure to sign and return the contracts may result in the loss of the contract to the Bidder. No performance bond is required for this bid proposal.
3. Grant County shall pay State sales and use taxes on all products purchased. The Bidder shall not include taxes in the bid price and shall show state sales taxes as a separate item in the space provided.
4. Grant County is a political subdivision of the State of Washington and is exempt from paying all Federal excise taxes. The Bidder shall furnish Federal excise tax exemption certification when applicable. All other taxes and costs of business shall be borne by the Bidder and included in the base price.
5. All products shall conform to applicable Federal and State safety and health laws, rules and regulations.

## BID EVALUATIONS

1. Bid evaluations shall include, but not be limited by, the following criteria:
  - a. Price (*may include life cycle*)
  - b. Quality of product
  - c. Conformance to specifications
  - d. Prompt service and parts availability
  - e. Training
  - f. Bidder's previous contract experience
  - g. Public's best interest.

## SUBMISSIONS

1. Bidders are advised to submit the following with each bid item:
  - a. Descriptive literature.
  - b. Complete operating dimensions and sketches of the proposed unit.
  - c. Complete information detailing engines, engine accessories, transmissions, frame, axles, electrical components, cab, differentials, drivelines, hydraulic systems, and appurtenances for each unit bid.
2. The Bidder may submit any other information that may assist Grant County in evaluating the bid.

## FULL SERVICE FACILITY

A full service facility is defined as the location with spare parts available to Grant County within 24 hours from 8:00 AM to 5:00 PM, Monday thru Friday.

## WARRANTY

The Bidder must state the warranty period on all items bid. Grant County may require a minimum warranty period. Within the warranty period the successful Bidder shall replace all parts and perform all repairs which are required or made necessary due to defective design, materials,

workmanship, or non-conformance with the specifications. Unless otherwise noted, the Bidder shall perform all warranty repairs at the Bidder's place of business. Grant County shall deliver and retrieve defective equipment at the Bidder's place of business. All repairs shall have the warranty reinstated for the remaining period.

#### OPERATOR'S, PARTS AND SERVICE MANUALS

The Bidder shall furnish operator's manuals, service manuals and parts manuals as specified in the proposal. **Manuals must be delivered to Grant County before product delivery is considered complete.**

#### DELIVERY, INSPECTION AND ACCEPTANCE

All equipment shall be new and the manufacturer's latest model. All standard equipment shall be furnished with the unit. The unit and mounted equipment, if any, shall be serviced, comply with all specifications, and be in full working order for the purpose it was designed at the time of delivery.

**Grant County will accept delivery between the hours of 8:00 AM to 3:30 PM, Monday thru Thursday only.** Unless otherwise noted, deliveries shall be F.O.B. Grant County. The Bidder will be required to obtain a delivery address and time from the County Engineer, or his designated representative, for each piece of equipment. The Bidder, or his representative, is requested to be present at the time of delivery.

#### TRAINING

1. The Bidder and manufacturer's representatives must be able to provide sufficient training to Grant County personnel to operate, service and repair the equipment. The training should occur in Grant County. Training shall include all labor, equipment, materials, tools, travel and other expenses needed to provide a complete service. The Bidder may show a minimum number of training hours for each category. Failure to offer any training will be a consideration in the bid evaluation process
2. The Bidder shall state the number of hours and the cost per hour for each category of training on the proposal form in the space provided.
3. Training is an additive cost to the contract. The Bidder shall not include training costs in the base bid of the proposal. Grant County is not obligated to use the training offered by the Bidder, however, should Grant County desire to utilize the training programs offered those costs will be added to the contract..

#### LATE DELIVERY

No penalty for late delivery will be assessed against the Bidder. However, the Bidder is advised that the failure to deliver the equipment before the promised date will be a consideration used at succeeding bid proposal evaluations.

#### TRADE-INS

Grant County is not obligated to accept the trade-in offer and may accept new equipment bid without the trade-in offer. The trade-in offer itself will be assumed to be a part of the whole item and will not be considered separately unless the Bidder clearly states the trade-in offer may be considered separately. Bids for trade-ins only will be considered separately.

**PROPOSAL Bid Item No. 1**

BID ALTERNATE # \_\_\_\_\_

<u>Description</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Amount</u>
Furnish and deliver <b>rock rake</b> F.O.B. Grant County, WA	1	\$ _____ % SST	\$ _____
		TOTAL BID	\$ _____

Make and Model: \_\_\_\_\_ Warranty Period: \_\_\_\_\_ Delivery: \_\_\_\_\_

**Rock Rake Specifications**

The successful bidder will furnish and deliver rock rakes for the purpose of spreading aggregates on gravel County roads. This specification references the York Rock Rake.

**General**

List or confirm specifications & changes:

- 2009 model year. \_\_\_\_\_
- 15 ft. overall length (minimum). \_\_\_\_\_
- Adjustable two-way rear rake section to provide working width from 8 ft. to 9 ft. with fold down extensions. \_\_\_\_\_
- 2 5/16" ball hitch on 5'-6" tongue. \_\_\_\_\_
- Spring alloy rake teeth spaced with 1¼" opening at ground level with 70 teeth per rake. \_\_\_\_\_
- 8" minimum clearance under rake with teeth raised. \_\_\_\_\_
- 1,200 lb. operating weight. \_\_\_\_\_
- Hinged deflector with adjustable spring tension for downward pressure and lock for transport. \_\_\_\_\_
- 6:40 x 15 - 4 ply tires. \_\_\_\_\_
- Bearing buddies on wheel hubs. \_\_\_\_\_
- Color: Bright red. \_\_\_\_\_
- Two parts books, two shop manuals, and two operator's manual to be furnished at the time of delivery. \_\_\_\_\_
- All other standard factory equipment and warranties shall be provided. \_\_\_\_\_  
 12 Month Warranty (minimum) \_\_\_\_\_

Trade-In: None

Nearest service outlet for warranty repairs:

Proposed customer training:

Company: \_\_\_\_\_ Contact: \_\_\_\_\_ Operator . . . . . hrs @ \$ \_\_\_\_\_/hr  
 Street: \_\_\_\_\_ Phone: (\_\_\_\_\_) \_\_\_\_\_ Service . . . . . hrs @ \$ \_\_\_\_\_/hr  
 City: \_\_\_\_\_ Fax: (\_\_\_\_\_) \_\_\_\_\_ Mechanical . . . . . hrs @ \$ \_\_\_\_\_/hr  
 State: \_\_\_\_\_ Zip \_\_\_\_\_ Email: \_\_\_\_\_ Locationc . . . . . Ephrata, WA

Replaces 3880 Dist 3

## **Non-Collusion Declaration**

**I, by signing the proposal, hereby declare, under penalty of perjury under the laws of the United States that the following statements are true and correct:**

1. That the undersigned person(s), firm, association, or corporation has (have) not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with the project for which this proposal is submitted.
2. **That by signing the signature page of this proposal, I am deemed to have signed and have agreed to the provisions of this declaration.**

## Proposal for New Equipment - Signature Page

The Bidder supplying new vehicles and trade-in offers is hereby advised that by signature of this proposal he/she is deemed to have acknowledged all requirements and signed all certificates contained herein.

No proposal guaranty is required for this bid proposal offering new vehicles and trade-in offers.

Receipt is hereby acknowledged of addendum(s) No.(s) \_\_\_\_\_, \_\_\_\_\_ & \_\_\_\_\_.

In compliance with Chapter 39.34.030(5)b RCW a public notice for this solicitation for bids has been posted on Grant County's website at [http://www.grantcountyweb.us/sub Public Works/index.htm](http://www.grantcountyweb.us/sub_Public_Works/index.htm)

- The Bidder will allow Grant County to purchase additional contract items at the original bid prices offered: ..... Yes \_\_\_ No \_\_\_
- The Bidder will allow other public agencies to purchase additional contract items at the original prices offered (RCW 39.34): ..... Yes \_\_\_ No \_\_\_
- The Bidder will allow modifications on contract items for additional purchase requests (subject to wholesale price adjustments agreeable to each public agency): ..... Yes \_\_\_ No \_\_\_
- The Bidder agrees to provide extended purchase options thru March 15, 2008 ... Yes \_\_\_ \*No \_\_\_  
\*If "No" is checked please show acceptable extended purchase period: .... \_\_\_\_\_
- The Bidder understands Grant County accepts no responsibility for the payment of any additional purchase requests made by other public agencies: ..... Yes \_\_\_ No \_\_\_
- The Bidder understands Grant County is not required to purchase additional contract items: ..... Yes \_\_\_ No \_\_\_

Signature of Authorized Official(s)

**PROPOSAL MUST BE SIGNED** \_\_\_\_\_

Please Print Name of Authorized Official

Firm Name \_\_\_\_\_

Address \_\_\_\_\_

City, St, Zip \_\_\_\_\_

Voice (\_\_\_\_) \_\_\_\_\_ Fax (\_\_\_\_) \_\_\_\_\_

Email \_\_\_\_\_

State of Washington License No. \_\_\_\_\_

Federal ID No. \_\_\_\_\_

- Note:
- (1) This proposal form is not transferable and any alteration entered hereon without prior permission from the County Engineer will be cause for considering the proposal irregular and subsequent rejection of the bid.
  - (2) Should it be necessary to modify this proposal either in writing or by electronic means, please make reference to the following proposal number in your communication: **Equipment Contract 2009-03**

## CONTRACT

THIS AGREEMENT, made and entered into between the Board of County Commissioners of Grant County, State of Washington, acting under and by virtue of Chapter 36.77 of the Revised Code of Washington, as amended, hereinafter called the County, and \_\_\_\_\_, for itself, its heirs, executors, administrators, successors and assigns, hereinafter called the Contractor.

### WITNESSETH:

That in consideration of the payments, covenants, and agreements, hereinafter mentioned, and attached and made a part of this agreement, to be made and performed by the parties hereto, and the parties hereto covenant and agree as follows:

### DESCRIPTION OF WORK:

1. The Contractor shall do all work and furnish all tools, materials, labor and equipment necessary to improve and complete **Equipment Contract 2009-03**, located in Grant County, Washington, as proposed in a bid opened **2:00 PM, Tuesday, January 27, 2009** in accordance with and as described in the herein attached plans and standard specifications, and in full compliance with the terms, conditions, and stipulations herein set forth and attached, now referred to any by such reference incorporated herein and made part hereof as fully for all purposes as if here set forth at length, and shall perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work may be ordered as provided in this contract and every part thereof.
2. The Contractor shall provide and be at the expense of all materials, labor, carriage, tools, implements and conveniences and things of every description that may be requisite for the transfer of materials and for constructing and completing the work provided for in this contract and every part thereof.
3. The County hereby promises and agrees with the Contractor to employ, and does employ the Contractor to provide the materials and to do and cause to be done the above described work and to complete and finish the same according to the attached plans and specifications and the terms and conditions herein contained, and hereby contracts to pay for the same according to the attached specifications and the schedule of unit or itemized prices hereto attached, at the time and in the manner and upon the conditions provided for in this contract and every part thereof. The County further agrees to employ the Contractor to perform any alterations in or additions to the work covered by this contract and every part thereof and any force account work that may be ordered and pay for same under the terms of this contract and the attached plans and specifications.
4. The Contractor for himself, and for his heirs, executors, administrators and assigns, and successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

5. It is further provided that no liability shall attach to the County by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the said Contractor has executed this instrument, and the said Board of County Commissioners of aforesaid County has caused this instrument to be executed by and in the name of said Board by its Members, duly attested by its Clerk, and the seal of said Board to be hereunto affixed.

\_\_\_\_\_, 2009

Signature

Print Name

Firm Name

Address

City State Zip

( ) Phone

(County Seal)

ATTEST:

\_\_\_\_\_  
Clerk of the Board

APPROVED AS TO FORM:

\_\_\_\_ day of \_\_\_\_\_, 2009

\_\_\_\_\_  
Prosecuting Attorney

BOARD OF COUNTY COMMISSIONERS  
OF GRANT COUNTY, WASHINGTON

Executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Chairman

\_\_\_\_\_  
Commissioner

\_\_\_\_\_  
Commissioner