

**BOARD OF YAKIMA COUNTY COMMISSIONERS
NOTICE TO BIDDERS No. C11503**

NOTICE IS HEREBY GIVEN by the undersigned that sealed Bids will be accepted on **Thursday, June 4, 2015 @ 11:00 a.m.**, in the Yakima County Commissioners Office, 128 North Second Street, Room 232, Yakima, Washington for:

**Three (3) or More Motor Patrol Graders – All Wheel Drive (AWD) with Trade-in for a
Total Cost Bid for
Yakima County Public Services Department**

Above per specifications, or approved and acceptable equal

Bids shall be:

- (1) Sealed.
- (2) Plainly marked: **BID C11503 Motor Patrol Graders**
- (3) Addressed: **Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North Second Street, Room 232
Yakima, Washington 98901**
- (4) Bids must be in the Office of the Yakima County Commissioners on or before the due date of 11:00 a.m. on Thursday, June 4, 2015 and will be opened and read shortly thereafter across the street at City Hall Council Chambers, since County/County procurement functions are now merged.
- (5) Yakima County reserves the right to reject any and all BID's. Yakima County hereby notifies all Bidders that it will affirmatively ensure that it will not discriminate on the grounds of race, creed, color, religion, national origin, sex, age, marital status, sexual orientation, political affiliation or belief, or the presence of any sensory, mental or physical handicap in violation of the Washington State Law Against Discrimination (RCW chapter 49.60) or the Americans with Disabilities Act (42 USC 12101 et set.)

Specifications may be seen at the office of the Purchasing Manager, City of Yakima, 129 North Second Street, Yakima WA and/or the office of Clerk of the Board of Yakima County Commissioners, Yakima County Courthouse, 128 North Second Street, Room 232, Yakima, WA. Specifications may be obtained online at www.yakimawa.gov/services/purchasing Click on Bid Openings.

The Board reserves the right to reject any and all Bids, or parts thereof.

DONE this 21st day of May 2015.

(Seal)

Tiera Girard, Clerk of the Board

Publish: *Yakima Herald-Republic: May 21, 2015*



**YAKIMA COUNTY INVITATION TO BID #C11503
COVER SHEET**



THIS IS NOT AN ORDER

BID Release Date: May 21, 2015

Bid Receipt: Bid envelope must be sealed and plainly marked with due date, time, and Bid Number **C11503**, and the words "DO NOT OPEN" and delivered to the address listed below. **Late Bids will be rejected.** Bids MUST be date and time stamped on or before the date and time listed below that the Bid is due. Bid openings are public. Bids shall be firm for acceptance for ninety (90) days from date of Bid opening, unless otherwise noted. **Deliver to:**

**Yakima County Courthouse
Board of Yakima County Commissioners
Attn: Tiera Girard, Clerk of the Board
128 North 2nd Street, Room 232
Yakima, WA 98901**

Do not bring your Bid in to the opening room. Bid must be received and date stamped by the Clerk's Office

Bids Must be in the office no later than

June 4, 2015 at 2:00:00 PM PST

Public Opening

Purchasing For:

Yakima County Public Services, ER&R Division
1216 S 18th Street
Yakima, WA 98901

Buyer in charge of this procurement (Contact for further information):

Christina Payer, Buyer I

BIDDER'S Name & Address (to be filled out by Bidder):

Phone

(509) 576-6696

E-Mail Address

christina.payer@yakimawa.gov

PROJECT DESCRIPTION SUMMARY

**Three (3) or More Motor Patrol Graders(AWD) with Trade-in for a Total Cost Bid for
Yakima County Public Services Department**

Enter Prompt Payment Discount: _____% net _____days

We/I will complete delivery within _____days after receipt of order.

Delivery Details: FOB Destination, 98901

I hereby acknowledge receiving **addendum(a)** _____, _____, _____, _____, _____, (use as many spaces as addenda received)

In signing this Bid we also certify that we have not, either directly or indirectly, entered into any agreement or participated in any collusion or otherwise taken any action in restraint of free competition; that no attempt has been made to induce any other person or firm to submit or not to submit a Bid; that this Bid has been independently arrived at without collusion with any other Bidder, competitor or potential competitor; that this Bid has not been knowingly disclosed prior to the opening of Bids to any other Bidder or competitor; that the above statement is accurate under penalty of perjury. Furthermore, the Washington State Interlocal

Cooperative Act (RCW 39.34) provides that other governmental agencies may purchase goods or services on this solicitation or contract in accordance with the terms and prices indicated therein if all parties agree. The County does not accept any responsibility or involvement in the purchase orders or contracts issued by other public agencies.

We will comply with all terms, conditions and specifications required by Yakima County in this Invitation to Bid and all terms of our Bid.

Company Name		Company Address	
Name of Authorized Company Representative (Type or Print)		Title	Phone ()
Signature of Above		Date	Fax ()
		Email Address	

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Invitation to Bid # C11503
Motor Patrol Graders

II. GENERAL INFORMATION

1. Purpose:

It is the intent and purpose of these specifications to describe Motor Patrol Graders (AWD) in sufficient detail to secure bids on comparable units, equipment parts and material. All parts, which are necessary in order to provide a complete unit, ready for operation, shall be included in the bid and shall conform in strength, quality of workmanship and material to that which is usually provided the trade in general. Any variance from the specifications or standards of quality must be clearly pointed out in writing by the bidder.

2. Contracting Agency and Point of Contact:

This BID is issued by the City of Yakima/Yakima County Purchasing Division, which has served both the City and County Purchasing functions since 2009. The person responsible for managing this BID process from beginning to end is the Buyer listed on page 2 of this solicitation. From the date of release of this BID until a Contract is issued, all contacts (pertaining to this solicitation) with Owner's employees, and other personnel performing official business for the Owner regarding this BID shall be made through the Buyer listed on page 2. Contact with other Owner personnel regarding this BID is not permitted during the procurement process and violation of these conditions may be considered sufficient cause for rejection of a Bid and disqualification of the Bidder.

3. New and Unused:

All, equipment, parts and material shall be new, unused, manufacturer's current model year and in current production. All materials shall have physical and chemical properties to withstand the intended purpose. Equipment design shall have sufficient excess capacity for durability and safety.

4. Best Modern Practices:

All work, including design, shall be performed and completed in accordance with the best modern practices, further, no detail necessary for safe and regular operation shall be omitted, although specific mention thereof may not be made in these specifications.

5. Equal/Approved Equal:

These specifications are intended to be precise where a specific make, model or trade name is requested. Whenever a make, model or trade name is used, it shall be that or equal, or approved equal. Equal or approved equal means that the make, model or trade name will be given consideration if they fulfill the same performance requirements. The County reserves the right to make the decision on acceptability. Each bidder shall clearly identify make, model or trade name of equipment bid on the face of their bid. Any equipment proposed as an equal to that herein specified must be substantiated with supporting data to justify such request for substitution.

6. Exceptions:

Specifications of the equipment bid shall be equal to or better than the specifications stated herein and all exceptions to these specifications shall be so listed on a separate sheet headed "EXCEPTIONS TO THE SPECIFICATIONS". Any Bid submitted without exceptions will be required to meet every detail of these specifications regardless of cost to the successful bidder.

Where "NO EXCEPTIONS" are shown, none will be allowed. No exceptions will be considered that may tend to devalue the equipment or give an individual bidder who is offering a lesser item a distinct advantage.

7. More or Less:

Quantities are estimated only and shall be bid on a MORE OR LESS basis. For the purpose of comparison, bids shall be made in the quantities listed in this specification. Listed quantities shall not be considered firm estimates of requirements for the year, nor shall the County be bound or limited to quantities listed. Payment will be made only for quantities actually ordered, delivered, and accepted, whether greater or less than the stated amounts.

8. Delivery:

Each bidder is required to list on the proposal and/or Bid form the number of calendar days he/she expects delivery to be made at the destination, in terms of time interval, following placement of order. Time of delivery is important and will be considered in the evaluation of the Bids. Failure to include a specific number of calendar days may be sufficient grounds for rejection of Bid.

9. Delivery Acceptance:

Delivery will be accepted by the Yakima County, FOB and prep included, 1216 South 18th Street, Yakima, Washington, 98901, between the hours of 7:00 a.m. and 2:30 p.m. Monday through Thursday, ready for regular and safe operation. The successful Vendor's personnel making the delivery shall instruct County personnel in maintenance and proper operation of the equipment prior to their departure from the delivery site. All equipment shall have complete pre-delivery setup and service.

Delivery of the equipment shall be coordinated by contacting Jason Alvord, Equipment Services Manager at 509-574-2405, at least one (1) week prior to delivery. Expenditures and/or damages resulting from failure by Vendor to comply with the specified delivery coordination requirements shall be the entire responsibility of the Vendor.

10. Delivery of Unapproved Substitutions:

Vendors are authorized to ship only those items ordered covered by the contract. If a review of orders placed by the County reveals that an item other than those covered by and specified in the contract have been ordered and delivered, the Purchasing Manager will take such steps as are necessary to have the item(s) returned to the Vendor at no cost to the County regardless of the time elapsed between the date of delivery and discovery of the violation. Violation of this clause may result in the removal of the offending vendor's name from the County mailing list for a period of up to three (3) years.

11. Pricing and Discount

The Owner qualifies for governmental discounts. Unit prices shall reflect these discounts.

- A. Unit prices shown on the Bid or contract shall be the price per unit of sale (e.g., gal., cs., doz., ea.) as stated on the bid form. For any given item, the quantity multiplied by the unit price shall establish the extended price, the unit price shall govern in the Bid evaluation and contract administration.
- B. So that other unanticipated orders may be placed, or so that other entities may piggyback the resulting contract, prices shall remain firm for 12 months from receipt of contract award.

12. Expansion Clause:

Any resultant contract may be further expanded by the Purchasing Manager in writing to include any other item normally offered by the bidder, as long as the price of such additional products is based on the same cost/profit formula as the listed item(s).

13. Warranty:

Bidders are to submit a copy of all warranties for the product(s) being offered with their response. A copy of the warranties shall also accompany products delivered. Bidders shall state terms and conditions of guarantee/warranty.

14. Warranty Coverage:

Warranty coverage will not commence until the date the completed unit is put into service as reported by the County; or thirty (30) days after final payment for the unit(s); whichever occurs first.

15. Regulations and Codes:

To the extent applicable, all equipment or materials shall comply with Washington State vehicle regulations, Federal regulations, OSHA and WISHA requirements, to include EPA standards and County safety codes.

16. Prompt Payment:

Bidders are encouraged to offer a discount for prompt payment of invoice. Please indicate your discount proposal on page 2 of this document. If awarded by the County, period of entitlement begins only after:

- ◆ Receipt of a properly completed invoice
- ◆ Receipt of all supplies, equipment or services ordered
- ◆ Satisfactory completion of all contractual requirements

17. Payments:

Vendor is to submit properly completed invoice(s) to:

Yakima County Public Services, ER&R Division, 1216 S 18th Street, Yakima, WA 98901.

To insure prompt payment each invoice should cite purchase order number, bid number, description of item purchased, unit and total price, discount terms and include the Vendor's name and return remittance address. Payment will be mailed within thirty (30) days of (a) the receipt and acceptance of the equipment, (b) properly completed invoice, and (c) all papers required to be delivered with equipment.

18. Acceptance of Terms:

Acceptance of a County Purchase Order (PO) for any units affiliated with this purchase constitutes acceptance of, and agreement with, all of the general and specific requirements and stipulations listed in this boiler plate, and in the attached equipment specification(s); including all penalties mentioned.

19. Sales Tax:

Yakima County's Sales Tax rate is currently 7.9%. However they amount of sales tax will not be considered in determining which bid is the lowest and best bid.

20. Tax Revenues:

RCW 39.34.040 allows the County to consider the tax revenue that is generated by a purchase of supplies, materials, and equipment, including those from a local sales tax or from a gross receipts business and occupation tax, it determining which bid in the lowest bid, after the tax revenue has been considered.

21. Clarifications and/or Revisions to Specification and Requirements:

If a Bidder discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this solicitation, the Bidder has a duty to immediately notify the Buyer of such concern and request modification or clarification of the BID document.

Any questions, exceptions, or additions concerning the subject matter of the BID document(s) shall not be considered unless submitted via e-mail (no phone calls) to the Buyer listed on page 2, a minimum of five (5) days prior to the submittal due date.

In the event that it becomes necessary to provide additional clarifying data or information, or to revise any part of this BID, supplements or revisions will be provided to all known Bidders in the form of an Addendum. All

Addenda are posted on www.yakimawa.gov/services/purchasing and sent directly to interested parties who have registered (per instructions on website) for updates to this BID.

If any requirements of the BID are unacceptable to any prospective Bidder, they may choose not to submit a Bid.

22. Incurring Costs:

The Owner is not liable for any cost incurred by a Bidder in the process of responding to this BID, including but not limited to the cost of preparing and submitting a response, in the conduct of a presentation, in facilitating site visits or any other activities related to responding to this BID.

23. No Obligation to Contract:

This BID does not obligate the Owner to contract for service(s), or product(s) specified herein. Owner reserves the right to cancel or reissue this BID in whole or in part, for any reason prior to the issuance of a Notice of Intent to Award. The Owner does not guarantee to purchase any specific quantity or dollar amount. Bids that stipulate that the Owner shall guarantee a specific quantity or dollar amount will be disqualified (e.g. "all-or-none".)

24. Retention of Rights:

The Owner retains the right to accept or reject any or all Bids or accept any presented which meet or exceeds these specifications, and which would be in the best interest of the County and will not necessarily be bound to accept the low bid.

All Bids become the property of Owner upon receipt. All rights, title and interest in all materials and ideas prepared by the Bidder for the Bid to Owner shall be the exclusive property of Owner and may be used by the Owner at its option.

25. Points Not Addressed:

Bidders are encouraged to list any points not addressed in these specifications that they feel improve or enhance the operation of their units.

26. Force Majeure:

Vendor will not be responsible for delays in delivery due to acts of God, fire, Strikes, epidemics, war, riot, delay in transportation or railcar transport shortages, provided vendor notifies the Purchasing Manager immediately in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery will be extended for a period equal to the time lost due to the reason for delay.

27. Other City/County Departments/Like Items Added:

At any time during the term of this contract, or any extension thereof, other City/County departments may be served under these same terms and conditions. Additional like items may be added at the request of the Purchasing Manager.

28. Errors and Omissions

The County reserves the right to correct obvious ambiguities and errors in the Bidder's proposal and to waive non-material irregularities and/or omissions. In this regard, if the unit price does not compute to the extended total price, the unit price shall govern.

29. Changes:

Any proposed change in this contract shall be submitted in writing to the Buyer listed on Page 2 for prior approval. If approved, she will make the change by a contract modification that will become effective upon execution by the parties hereto. Any oral statement or representation changing any of these terms or conditions is specifically unauthorized and is not valid.

30. Deviations:

After a purchase order is awarded to a successful bidder, there shall be no deviations from any requirements stated in the published equipment specification(s) during the manufacturing or assembly process of the units offered, without prior approval from the Purchasing Manager, and an official revised purchase order issued by the Purchasing Division. Failure to comply with this requirement constitutes breach of contract; and may be grounds for order cancellation, without re-stocking fees or damages to the County; or suspension from the County's bidders list.

31. Assignment:

This Agreement, or any interest herein, or claim hereunder, shall not be assigned or transferred in whole or in part by the Vendor to any other person or entity without the prior written consent of the County. In the event that such prior written consent to an assignment is granted, then the assignee shall assume all duties, obligations, and liabilities of Vendor as stated herein.

32. Venue:

In the event that any litigation should arise concerning the construction or interpretation of any of the terms of the Agreement, the venue of such action of litigation shall be in the Courts of the State of Washington in and for the County. This Agreement shall be governed by the laws of the State of Washington.

33. Brochures:

Brochures and specifications for the actual unit being offered shall be included with bid package.

34. Specify Manufacturer:

Vendor shall specify the manufacturer of products being offered on the face of their Bid.

35. Bidder Requirements:

Bidder shall be a manufacturer, or an appointed representative of a manufacturer, presently involved in the design, manufacture, and sale of Motor Patrol Graders; shall have a traceable record of performance of similar equipment during the five (5) years immediately preceding this bid; and shall have a demonstrated capability to provide local warranty and support services within forty-eight (48) hours after such services have been requested by Yakima County/City of Yakima.

36. Unit Prices/FOB:

Unit prices bid shall be net exclusive of all taxes; and must include all transportation, delivery and unloading costs fully prepaid F.O.B. destination, inside delivery.

37. Warranty/Pre-delivery:

Each unit shall carry full factory and/or manufacturer's warranty and complete pre-delivery service. Any materials provided and labor shall carry standard warranty coverage furnished the trade in general. Refer to page 22.

Regardless of whether selling dealer physically receives unit at the dealership, delivery of all units must be accompanied by a signed certificate/ checklist of pre-delivery service indicating the unit has been properly prepared and serviced in accordance with manufacturer's instructions by qualified dealer or terminal service personnel. Failure to provide satisfactory pre-delivery service and/or completed checklist may result in delay of vehicle acceptance and payment. Purchaser shall immediately notify dealer of any discrepancies requiring correction. Dealer shall effect corrections within two working days or authorize purchaser to make necessary corrections and deduct reasonable charges for costs incurred

38. Factory Installed:

All specified items shall be factory installed.

39. OEM:

All accessories and features listed herein shall be those supplied by the original equipment manufacturer (OEM). Any accessories, features, or operational performance required by OSHA or WISHA laws or mandates, that apply to the equipment being bid, shall be provided by the manufacturer. All units associated with this purchase shall be of the same design and quality as those sold through normal retail channels; and they shall possess the latest technology, accessories, and features offered on standard retail unit; whether or not they are called for in the following specifications.

40. Materials/Accessories Responsibility:

The contractor shall be responsible for all materials and workmanship in the construction of the equipment and all accessories used, whether the same are manufactured by the contractor or purchased from supplier. This provision excludes tires, except insofar as such equipment is damaged by the failure of a part or component for which the contractor is responsible, or except insofar as the damage to such equipment is caused by the contractor during the manufacture or delivery of the equipment.

Parts and/or components damaged during transport shall be replaced with new parts and/or components by contractor at no additional cost to Yakima County. Repair of items damaged during transport shall not be acceptable without prior approval of Yakima County.

41. Vehicle Acceptance:

The vehicle shall remain the property of the successful bidder until accepted by Yakima County. Upon delivery, the vehicle shall thoroughly be tested in operation in the presence of an authorized representative of the County to check on the performance of the equipment and operation of the unit as a whole. The successful vendor shall make, at his own expense, any adjustments or alterations that may be required by the County as a result of the operation test.

42. Items to Accompany Delivery (Manuals and Warranties):

All necessary paperwork to title the unit with the Washington State Department of Licensing will be furnished at the time of delivery. Dealer shall provide signed Certificate/Checklist of FAC service, owner's manual, warranty and invoice. For each piece of equipment delivered, two (2) operator's manual, two (2) repair manual, two (2) shop type maintenance manual, and factory warranty as well as any additional warranties shall be submitted to **Jason Alvord, 1216 S 18th Street, Yakima WA, 509-574-2405** at the time the equipment is delivered. Also provide in CD or DVD format, if available. The operator's manual shall contain complete operating instructions for the equipment, accessories and the electrical systems. Failure to provide these manuals shall result in delay of payment.

1. Affidavit certifying compliance with requirements for unit body and frame materials per this specification. Affidavit shall identify unit by the manufacturer's serial number.
2. Actual weight and weight distribution for unit.
3. Warranties for Unit, parts and service and all other warranties.
4. Manufacturer's statement of origin for unit.
5. Title application for unit per current State of Washington law, signed by seller. Enter legal owner and registered owner as:

Yakima County
128 N. 2nd Street
Yakima, WA 98901

43. Liquidated Damages – Late Delivery of Equipment:

It is expressly understood and agreed that as a result of the dangers inherent to the public and/or because of the monetary losses which will be sustained by the County as a result of failure to deliver the equipment described in the contract on time; that time is of the essence in the performance of this contract. It is agreed that damages resulting in late delivery can neither be accurately anticipated nor calculated.

In the event of the failure of the contractor to deliver the equipment in accordance with the schedule set forth in his Bid, the contractor may be held liable to the County as liquidated damages in the following amount for each day the equipment is delivered late:

ONE-HUNDRED FIFTY DOLLARS (\$150.00) shall be deducted from the invoice for each calendar day that the unit is delivered late, and retained as liquidated damages. Any damages so imposed will be deducted from the contract amount.

44. Performance Bond:

A Performance Bond issued by a professional surety company authorized to do business in the State of Washington in the amount of one hundred percent (100%) of the bid shall be executed and delivered to the County and subject to approval of the Purchasing Agent within ten (10) days after notification of award to insure that work will be performed in accordance with the specifications and within time of delivery specified on the face of the bid form. This bond shall insure the County against failure of the successful bidder to promptly correct all discrepancies in manufacture, materials, quality of workmanship, appearance of the finished article. A certified or cashier's check will be accepted and held by the County in lieu of a bond, subject to the same provisions, terms and conditions applicable to a bond. The County will pay no interest on any check held by it in lieu of a bond under this requirement. A standby letter of credit or other security arranged by the vendor may be substituted for the bond or check, subject to prior approval by the County.

The successful bidder shall furnish a duly-executed bond upon a form approved by the County, signed by approved surety or sureties in the amount of \$25,000.00 conditioned upon the faithful performance of the contract by the Vendor within the time prescribed thereon. At the option of the successful bidder, a savings account in the amount of \$25,000.00 may be assigned to the County for the term of the contract in lieu of a performance bond. At any time and as often as may be deemed necessary, the County may require any or all sureties or any surety company to appear and qualify them upon the bond, or show continued assignment of the prescribed savings account. Whenever such surety or sureties are deemed by the County to have become insufficient, the County may demand in writing that the Vendor furnish additional surety in an amount not exceeding that originally required as may be deemed necessary considering the work remaining to be done. No further work shall be allowed until such additional surety as required is furnished.

45. Obstructed or Delayed Completion:

Should contractor be obstructed or delayed in completing delivery or by any default, act or omission of Yakima County, or by strikes, fires, acts of God, or by the inability to obtain materials, equipment or labor due to Federal Government restrictions, then the time of completion shall be extended for such periods as may be agreed upon by Yakima County and the contractor. Shall there be insufficient time to grant such extensions prior to completion date of the contract, Yakima County may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete the work on time, due to any of the above, after hearing evidence as to the reasons for such delay and making a finding as to the cause of the same.

Note: In the event that the successful bidder is on strike at the time of the award of the bid, Yakima County reserves the option to accept the first acceptable bid from a manufacturer that is not on strike.

46. Inspection of Bidder's Facility:

Prior to awarding the contract, the City/County and/or its representative(s) may inspect the manufacturing and/or service facility of the apparent low bidder to verify that the apparent low bidder has the facility, equipment, personnel, and experience to repair, service and support the equipment offered.

47. Factory Service:

Factory authorized service must be available within a reasonable distance. Please indicate firm name and address of closest service facility on bid form in space provided.

III. PREPARING AND SUBMITTING A BID

1. General Instructions:

The evaluation and selection of a Bidder will be based on the information submitted in the Bid and will be awarded to the lowest responsive and responsible bidder. Failure to respond to each of the requirements in the BID may be the basis for rejecting a Bid.

2. Submitting a Bid:

Bidders shall submit one original (so marked). Bids are not considered to be confidential per Washington State Public Disclosure Act (RCW 42.56 et seq.) All sections of the response shall be made available to the public immediately after contract opening.

Bids shall be received no later than the date and time listed on Page 2 of this BID. Late Bids will not be accepted or evaluated and will be returned to the Bidder, unopened, unless it can be proven the Bid was in the hands of a third-party package delivery company and should have been delivered on time, thus showing no advantage over other Bidders.

All Bids shall list the information on the outside of the package as specified on Page 2 of this BID.

3. Multiple Bids:

Multiple Bids from a Bidder will be permissible; however, each Bid must conform fully to the requirements for Bid submission. Each such Bid must be submitted separately and labeled as Bid #1, Bid #2, etc. on the outside of the envelope and on the first page of their response.

4. Withdrawal of Bids:

After Bid opening, Bids shall be irrevocable until contract award unless the Bid is withdrawn. Bidders may withdraw or supplement a Bid in writing at any time up to the Bid closing date and time if received by the Buyer listed on Page 2 of this document. To accomplish this, the written request must be signed by an authorized representative of the Bidder and submitted to the Buyer. If a previously submitted Bid is withdrawn before the Bid due date and time, the Bidder may submit another Bid at any time up to the Bid closing date and time.

IV. EVALUATION AND CONTRACT AWARD

1. Preliminary Evaluation:

All Bids shall be evaluated against the same standards. The Bids will first be reviewed to determine if they contain the required forms, follow the submittal instructions and meet all mandatory requirements.

2. Bid Evaluation:

Evaluation of bids shall be based on cost, past experience with proposed manufacturer's service availability, parts availability, equipment design and functionalism and effect on productivity and bidder's supporting documentation.

3. Offer in Effect for Ninety (90) Days:

A Bid may not be modified, withdrawn or canceled by the Bidder for a ninety (90) day period following the deadline for Bid due date, or receipt of best and final offer, if required, and Bidder so agrees by submittal of a bid.

4. Protest Procedure:

Any protest must be made in writing, signed by the protestor, and state that the Bidder is submitting a formal protest. The protest shall be filed with the Yakima County's Purchasing Manager at 129 No. 2nd St., Yakima, WA 98901, or by fax: 509-576-6394 or email to: sue.ownby@yakimawa.gov. The protest shall clearly state the specific factual and legal ground(s) for the protest, and a description of the relief or corrective action being requested. Protests based on specifications/scope of work, or other terms in the BID shall be filed five (5) calendar days before the solicitations due date, and protests based on award or after the award shall be filed five calendar (5) days after Award Announcement (see below for details). The following steps shall be taken in an attempt to resolve the protest with the Bidder:

Step I. Purchasing Manager and Division Manager of solicitation try resolving matter with protestor. All available facts will be considered and the Purchasing Manager shall issue a written decision.

Step II. If unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Department Head by the Purchasing Manager.

Step III. If still unresolved, within three (3) business days after receipt of written dissatisfaction, the protest may be appealed to the Executive (or his designee). The Executive shall make a final determination in writing to the Protester.

Award Announcement:

Purchasing shall announce the successful Bidder via Website, e-mail, fax, regular mail, or by any other appropriate means. Once the Award is released by Purchasing, the protest time frame begins. The timeframe is not based upon when the bidder received the information, but rather when the announcement is issued by Purchasing.

Award Regardless of Protest:

When a written protest against making an award is received, the award shall not be made until the matter is resolved, unless the Owner determines that one of the following applies:

The supplies or services to be contracted for are urgently required;
Delivery or performance will be unduly delayed by failure to make award promptly;
A prompt award will otherwise be advantageous to the Owner.

If the award is made, regardless of a protest, the award must be documented in the file, explaining the basis for the award. Written notice of the decision to proceed shall be sent to the protestor and others who may be concerned.

The Owner retains the right to enter into any contract and nothing herein shall be construed to limit that authority in any manner.

V. TECHNICAL SPECIFICATIONS

The Bidder must provide a detailed description of each major component of their proposed system. At a minimum, these descriptions shall take into consideration the specifications outlined in this Technical Specifications section. Bidders are reminded to provide point-by-point responses to all specifications. Any additional work found necessary that is not specified in this Bid specification shall be listed on a separate sheet entitled "Additional Materials/Labor Required".

The Respondents must complete the following Technical Specification Section using one of the following responses for each of the specifications.

Y – Yes. The Respondent’s proposed product currently satisfies the entire requirement and the proposed system will completely support the requirement.

N – No. The Respondent’s product does not currently satisfy the entire requirement, and the Respondent’s delivered product will not satisfy the requirement.

E – Explanation. The Bidder’s product partially satisfies the requirement and an explanation is included in the response.

MR – Modification Required. The Respondent’s product does not currently satisfy the requirement, but the bidder commits that the delivered base product will satisfy the requirement at no additional cost and shall be supported in future releases of the Respondent’s base products.

Note that, though some of the following Technical specifications may be answered with a Y or N, the Respondents are encouraged to provide further detail where such detail might differentiate their products from those of their competitors or where such detail might assist in analysis of the Bid.

1. Technical Specification Analysis:

Each bidder shall complete the "TECHNICAL SPECIFICATION ANALYSIS" section of the Bid Call and same shall be returned with the bidder’s proposal. Failure to do so will be cause for rejection of said proposal.

2. Bidder Instructions:

Bidder shall check “YES” if they do comply 100% with that particular specification, or “NO” if they do not. If “NO” is checked, bidder must explain in the “EXACT SPECIFICATIONS” column on the right how their specification deviates. Checking “NO” on any item will not necessarily disallow bidders bid. The County shall be the sole judge as to whether an exception is acceptable or not.

Item #	Minimum Specification	Yes	No	Exact Specifications
1	<p><u>GENERAL:</u> Motor Graders (AWD) shall be new, unused graders of the latest current model and series equipped with all of manufacturer’s standard equipment in addition to the items required By the specifications.</p> <p>MODEL #: _____ Year: _____</p>			

Item #	Minimum Specification	Yes	No	Exact Specifications
2	<p><u>WEIGHT:</u></p> <p>The minimum basic operating weight shall be not less than (38,000 lbs.) (includes basic machine, push block, enclosed ROPS cab, 14' moldboard, fuel, oil, water, and a 175 lb. operator).</p>			
3	<p><u>ENGINE:</u></p> <p>The graders are to be powered by a four (4) cycle diesel engine with a piston displacement not less than 400 cu. In.</p> <p>a) The engine shall be a dual power unit which develops at least 150 net flywheel horsepower minimum in lower gears and 180 flywheel horsepower in higher gears.</p> <p>b) The engine air cleaner to be dry type with pre-cleaner and pre-screener. 24-volt starting system. Heavy duty 75 AMP alternator.</p> <p>e) Low temperature starting system with heavy duty batteries, 750 minimum CCA.</p> <p>f) The engine to be equipped with a muffler of sufficient size or design to meet current safety dBa levels.</p> <p>g) The engine compartment to have lockable doors or shields, locks all keyed alike.</p> <p>h) Engine to be equipped with a 110V block heater.</p> <p>i) Tier 4 compliant</p>			
4	<p><u>TRANSMISSION:</u></p> <p>The transmission shall be a power shift with a minimum of eight speeds forward and four speeds reverse positioned on Joystick.</p>			
5	<p><u>BRAKES:</u></p> <p>The graders shall have brakes effective on the rear four drive wheels. Units to be equipped with parking brake.</p>			
6	<p><u>TIRES AND WHEELS:</u></p> <p>All six tires shall be tubeless radial grader type with traction tread Michelin Snowplus Traction 14.00 X 24, AS 3A, 12 P.R., G/L3, mounted on multiple piece 9" rims.</p> <p>a) Wheels shall be inter-changeable between all six wheels.</p>			
7	<p><u>ROBS CAB:</u></p> <p>The graders shall be equipped with a deluxe, all-weather full height ROPS, sound suppression cab with pressurizer.</p>			

Item #	Minimum Specification	Yes	No	Exact Specifications
	<ul style="list-style-type: none"> a) All tinted glass. b) Heavy duty fresh air heater and defroster, 40,000 BTU. c) Separate defroster fans in front and rear of cab. d) Three (3) rearview mirrors, one inside and two outside (left and right). e) Electric windshield wipers front and rear and lower front. f) Front windshield washers. g) Adjustable suspension-type bucket-type seat and 3" seat belt. h) Doors to be lockable. i) Air conditioning j) Heated front windshield k) Site level to check crown of road surface l) Back-up Camera 			
8	<p><u>CONTROLS:</u> The control console with all control levers shall be adjustable fore and aft to minimize operator fatigue.</p>			
9	<p><u>LIGHTING:</u> The lighting equipment shall include the following:</p> <ul style="list-style-type: none"> a) Four (4) sealed beam or LED headlights, two cab mounted, two front mounted on light bar. b) Two (2) center-mounted flood lights adjustable to moldboard. c) Two (2) rear-mounted flood light. d) Two (2) tail and two (2) stoplights, combinations permitted. e) Directional turn signals with hazard switch. f) Backup lights. g) A Ecco LED Minibar Model 5590 Amber Warn-A-Lite beacon light mounted on top of the ROPS cab or equal. h) All lights and reflectors to conform to Washington State regulations pertaining to motor vehicles and I.C.C.regulations. 			
10	<p><u>MOLDBOARD:</u></p> <ul style="list-style-type: none"> a) Moldboard to have hydraulic side shift and blade b) Moldboard not to be less than 14' x 24" x 7/8". c) Circle shall have a full 360° rotation. d) Cutting edges to be 7' x 6" x 5/8" beveled. e) Unit to be equipped with blade float. f) Unit to be equipped with hydraulic cushioning system to protect machine from unexpected blade impacts. 			

Item #	Minimum Specification	Yes	No	Exact Specifications
11	<p><u>MISCELLANEOUS:</u></p> <ul style="list-style-type: none"> a) Main frame to be articulated with indicator. b) Units to be equipped with lock/unlock control on the drive train differential. c) Units to have hydraulically controlled front leaning wheels. d) Units to be capable of using chains on all drive wheels. e) Units to have a transmission bottom guard. f) Back up alarm. g) Lockable tool box. h) Engine hour meter. i) Rear mounted rippers. j) Locking caps for fuel, hydraulic tank, oil filler and radiator. k) Graders shall fulfill regulations regarding permissible operator sound levels in effect at time of purchase. l) Units to be standard equipment color. Units equipped with AM/FM radios m) Units must be able to attach County's existing rear attachments. 			
12	<p><u>MANUAL AND PARTS BOOKS:</u></p> <ul style="list-style-type: none"> a) Three (3) Parts Books for entire machine bid. <p>Model # _____</p> <ul style="list-style-type: none"> b) Five (5) Operators Manuals. c) Three (3) Service and Repair Manuals for entire machine bid. 			
13	Equipment purchased under this agreement will be operated by Yakima County personnel during construction and maintenance of roads.			
14	Yakima County will assume responsibility for all repair costs resulting from damage due to fire, windstorm, flood and rising waters, lightning, theft and pilferage, vandalism, accidents, and operators' and mechanics' negligence. Total cost of the repairs due to the above circumstances will not be included in computing the guaranteed maximum total cost of repairs covered under the contract.			
15	The successful bidder shall pay for all repairs (including parts and labor) to the equipment covered by the manufacturer's warranty, and attached warranty; including mileage and travel time for the repair to be made.			

Item #	Minimum Specification	Yes	No	Exact Specifications
16	Yakima County will assume, at its expense, all costs to repair or replace all parts and components normally consumed in day-to-day operations such as: lubricating oil, filters of all types, grease, fuel, antifreeze, cutting edges, scarify teeth, tires, batteries, headlights, glass breakage, belts, brake linings, cleaning, and painting.			
17	Yakima County will maintain equipment in accordance with manufacturer's recommendations.			
18	The successful bidder has the right to inspect equipment during normal department working hours and make recommendations for repairs, improved maintenance, etc., in keeping with the requirements stated by the manufacturer in the shop manual for the maintenance and repair of the piece of equipment.			
19	Should the successful bidder not complete repairs within the scheduled time set by the manufacturer or total seven (7) normal department working days (Monday through Friday) including time for parts ordered, whichever is less, machine of equal size and ability will be furnished to Yakima County at our rental rate for a comparable machine.			
20	Yakima County shall have the right to sell, lease, trade or otherwise dispose of the equipment; however, if such action is taken, the successful bidder shall not be further bound by the provisions of this contract.			
21	The successful bidder guarantees that he will repurchase the machine from the Department at the end of 3,000 hours of operation, as recorded by the engine service meter or 3 years, whichever occurs first, should the Department so request. The price to be paid to Yakima County for the repurchase by the successful bidder shall be included on the total cost bid.			
22	In the event of a disagreement as to the interpretation or application of this contract, an arbitration board shall be set up to arbitrate and resolve any disagreement and/or to help interpret this contract as the need may arise. This arbitration board shall have one person appointed by Yakima County, one person appointed by the bidder, and a third person to be selected by the two previously named. The ruling of any two members of the arbitration board will be binding on both parties.			
23	The successful bidder must post a Performance Bond in the amount of one hundred percent (100%) of the amount of the guaranteed repurchase price.			

Item #	Minimum Specification	Yes	No	Exact Specifications
24	All bids must be accompanied by a bid guarantee in the amount of five percent (5%) of the amount of the guaranteed repurchase price of the equipment, which guarantee may be in the form of certified check, cashier's check, bank money order, bank draft of any national or state bank, or surety bond.			
25	Dealer to provide information as to its capability to provide parts and perform service 24 hours a day, 7 seven days per week, year round.			

INVITATION TO BID NO. C11503

TO BIDDER:

PLEASE QUOTE YOUR LOWEST PRICE, BEST DELIVERY DATE AND PAYMENT DISCOUNT TERMS FOR THE FOLLOWING. THE COUNTY RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS AND TO ACCEPT ANY OR ALL ITEMS AT THE PRICE BID. THE COUNTY INTENDS TO AWARD THIS CONTRACT WITHIN 90 CALENDAR DAYS.

Yakima County Public Services Department is requesting a Total Cost Bid to purchase Three (3) OR MORE MOTOR PATROL GRADERS (**AWD**) per the attached specifications or approved and acceptable equal, including warranty and specifications for total cost bid with Performance Bond and Bid guarantee, fully understanding the obligation intended, and desires to submit for your consideration said equipment that conforms to said specifications for the price of:

VENDOR ERROR: Any pricing, configuration, or other material errors discovered after bid opening must remain and cannot be adjusted.

The **undersigned** hereby certifies that he/she has read the attached specifications, including warranty, for total cost bid with Performance Bond and Bid Guarantee, fully understanding the obligation intended, and desires to submit for your consideration said equipment that conforms to said specifications for the price of:

NOTE: This award will be based on bid Item 5 which reflects Yakima County's cost to own this machine

ITEM NO.	DESCRIPTION	TOTAL
1.	MANUFACTURER _____ MODEL # _____ YEAR _____ THREE (3) MOTOR PATROL GRADERS (AWD) \$ _____ EA X 3 \$ _____	

2. The **undersigned** certifies that he has examined to his satisfaction, the trade-in Graders, equipment No. 7217, 7259 & 7260, and submits the following bid.

Yakima County will not accept any offer of less than One Hundred Twenty-Six Thousand Six Hundred Seventy Dollars (\$126,670.00/ea) for each motor patrol grader. If your offer exceeds the minimum price, you must list your bid on the appropriate space (either B for cash or C for trade-in).

- A. Minimum bid: #7217 \$ _____
#7259 \$ _____
#7260 \$ _____

(If your bid equals or exceeds guaranteed bid, list below.)

- B. For Cash #7217 \$ _____
#7259 \$ _____
#7260 \$ _____

(This item is for vendors interested in purchase of trade-in when not supplying new unit.)

- C. For Trade-In #7217 \$ _____
#7259 \$ _____
#7260 \$ _____

Total Trade-In \$ _____

ITEM NO.	DESCRIPTION	TOTAL
3.	SUBTOTAL	
	(Item 1 MINUS Item 2)	\$ _____
	Washington State Sales Tax	
	(Figured at _____%)	\$ _____
	(Figured on amount after deduction of trade-in)	
	Total Net Bid	\$ _____
4.	Guaranteed repurchase price at the end of 3,000 operating hours	
	or three (3) years (whichever comes first).\$ _____ EA X 3	\$ _____
5.	Total Cost Bid: Item 3 MINUS Item 4	\$ _____

Equipment will be delivered to Yakima County within _____ days barring any strikes, fires, inability to obtain materials, equipment or labor due to Federal Government restrictions, or act of God. If any of the above should occur, and after having written justifiable evidence, Yakima County will consider granting extra time in accordance to evidence, or reserves the option to accept the next low acceptable bid.

In the event that the successful bidder is on strike at the time of award of the bid, Yakima County reserves the option to accept the next low acceptable bid from a vendor not on strike.

Demonstration: If deemed necessary by Yakima County, the accepted bidder shall give a complete demonstration of the machine offered by a competent operator at the time of delivery to Yakima County.

Please indicate company name and address of closest service facility:

VIII. USED MOTOR PATROL GRADERS

Bids on “Used Motor Patrol Graders” may be for cash or trade-in, or both. For inspection of used graders, #7217, 2011 Caterpillar Model 140M, Serial No. CAT0140MAB9M01074; #7259, 2010 Caterpillar Model 140M, Serial No. CAT0140MCB9M00979; #7260 Caterpillar Model 140M, Serial No. CAT0140MHB9M00980 contact Yakima County Maintenance and Operations Complex, 1216 South 18th Street, Yakima, Washington. Call 509-574-2405.

MOTOR PATROL GRADERS SHALL BE GUARANTEED UNDER THE FOLLOWING WARRANTY

WARRANTY

The dealer warrants these motor patrol graders to be free from latent and patent defects in material and workmanship, and guarantees that he will give continuous and efficient service under the specified conditions, for a period of thirty six (36) months after delivery of grader to Yakima County.

The dealer further agrees to replace promptly without cost to Yakima County during a period of thirty six (36) months from date of this delivery all parts failing because of wear or breakage, except for ripper tips, moldboards, cutting edges and tires due to operating these motor patrol graders under conditions for which this class of equipment is designated and with operators employed by Yakima County. Such replacements will not be made as a result of breakage caused by accidents or negligence on the part of Yakima County.

The dealer further agrees to have motor patrol graders inspected and/or adjusted by a competent serviceman whenever requested by Yakima County or as specified in maintenance manuals during the period of thirty six (36) months warranty. An inspection report shall be made out by the dealer and filed with the Yakima County Shop Foreman within five (5) working days after each inspection.

Dealer’s Warranty will be abrogated if Yakima County fails to follow maintenance instructions contained in Operator’s Instruction Books which will be furnished upon delivery of equipment to Yakima County.

Please provide a statement from the Manufacturer stating any warranty issues if the proposed equipment were to use a B80 or up to a 20% biodiesel blend.

IX. SAMPLE BID BOND FORM

Herewith find deposit in the form of a certified check, cashiers check, cash, or bid bond in the amount of \$ _____ which amount is not less than five percent of the total bid without tax.

Sign Here _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____, as principal, and _____, as Surety, are held and firmly bound unto Yakima County, as Obligee, in the penal sum of \$ _____ Dollars, for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, by these presents.

The condition of this obligation is such that if the Obligee shall make any award to the Principal for _____ according to the terms of the proposal or bid made by the Principal therefore, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with Surety or Sureties approved by the Obligee; or if the Principal shall, in case of failure so to do, pay and forfeit to the Obligee the penal amount of the deposit specified in the call for bids, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect and the Surety shall forthwith pay and forfeit to the Obligee, as penalty and liquidated damages, the amount of this bond.

SIGNED, SEALED AND DATED THIS _____ DAY OF _____, 20__.

Principal

Surety

_____, 20__.

Received return of deposit in the sum of \$_____.

(Signed)

X. PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned, _____ as Principal, and _____ a corporation organized and existing under the laws of the State of _____, as a surety corporation, and qualified under the laws of the State of Washington to become surety upon bonds of Vendors with municipal corporations, as surety, are jointly and severally held and firmly bound to YAKIMA COUNTY in the penal sum of \$ _____ for the payment of which sum on demand we bind ourselves and our successors, heirs, administrators or personal representatives, as the case may be.

This obligation is entered into in pursuance of the statutes of the State of Washington, the Ordinances of YAKIMA COUNTY.

DATED at Yakima, Washington, this _____ day of _____, 20_____.

Nevertheless, the conditions of the above obligations are such that:

WHEREAS, pursuant to action taken by the Board of County Commissioners on _____, 20_____, the Board of County Commissioners and Clerk of the Board of YAKIMA COUNTY has let or is about to let to the said _____ the above bounden Principal, a certain contract, the said contract being numbered _____ and providing for _____ (which contract is referred to herein and is made a part hereof as though attached hereto), and,

WHEREAS, the said Principal has accepted, or is about to accept, the said contract, and undertake to perform the work therein provided for in the manner and within the time set forth;

NOW, THEREFORE, if the said _____ shall faithfully perform all of the provisions of said contract in the manner and within the time therein set forth, or with such extensions of time as may be granted under said contract, and shall pay all laborers, mechanics, sub-Vendors and material men, and all persons who shall supply said principal of sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY harmless from any loss or damage occasioned to any person or shall supply said principal or sub-Vendors with provisions and supplies for the carrying on of said work, and shall hold said YAKIMA COUNTY, its officers, employees and agents, harmless from any loss or damage occasioned to any person or property by reason of any carelessness or negligence on the part of said principal, or any sub-Vendor in the performance of said work, and shall indemnify and hold YAKIMA COUNTY, its officers, employees and agents, harmless from any damage or expense by reason of failure of performance as specified in said contract or from defects appearing or developing in the material or workmanship provided or performed under said contract within a period of one year after its acceptance thereof by YAKIMA COUNTY, then and in that event this obligation shall be void; but otherwise it shall be and remain in full force and effect.

Approved:

XI. VENDOR QUESTIONNAIRE

INSTRUCTIONS: Provide the requested information, sign and date. If the Owner requires further description, the Owner may request Bidder to provide such information within a mandatory due date. You must submit this completed form to the Owner with your Bid. **Failure to submit this form fully complete, my result in disqualification of Bid Proposal.**

VENDOR INFORMATION

Bidder's Legal Name: _____

Company's dba: (if applicable) _____

CEO/President Name: _____

Business License No. _____ UBI No. _____ Federal EIN No. _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

Name the person to contact for questions concerning this bid proposal.

Name _____ Title _____

Phone () _____ Toll Free Phone () _____

FAX () _____ E-Mail Address _____

Mailing Address _____

City _____ State _____ Zip + 4 _____

Physical Address _____

City _____ State _____ Zip + 4 _____

OWNERSHIP

Is your firm a subsidiary, parent, holding company, or affiliate of another firm? Yes: _____ No: _____

Please explain: _____