



Cascade County Public Works

"WORKING TOGETHER TO PROVIDE EFFICIENT AND EFFECTIVE PUBLIC SERVICE"

BIDDER'S PACKAGE

CASCADE COUNTY

**SOLICITATION FOR BIDS FOR
THE PURCHASE OF MULTIPLE VARIOUS FLEET VEHICLES**

November 2018

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Cascade County Public Works Department

INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN that the Cascade County Board of Commissioners will receive sealed bids for the purchase of a variety of fleet vehicles for Cascade County. A non-mandatory pre-bid conference will occur at 9:00 am on Tuesday November 20th 2018, at the Cascade County Public Works Department, 279 Vaughn South Frontage Road, Great Falls, MT 59404. Specifications for the various types of vehicles may be obtained by contacting Brian K. Clifton, Director, Cascade County Public Works, 279 Vaughn S. Frontage Road, Great Falls, MT 59404; Phone (406) 454-6920.

Bids will be opened on Tuesday the **27th day of November 2018**, at the time of **1:00 o'clock p.m.** in the office of the Board of Commissioners, in the Cascade County Courthouse Annex, 325 2nd Ave North, Room 111, Great Falls, Montana.

Each bid must be accompanied by a Certified Check, Cashier's Check, or Bid bond payable to Cascade County in the amount of ten percent (10%) of the total amount of the bid for the vehicles without deduction for the value of the possible trade in equipment. The successful bidder shall forfeit to Cascade County their bid security if they fail or refuse to enter into a contract within the time specified. Bid security of unsuccessful bidders shall be returned upon acceptance of the successful bid.

All bids shall remain effective for a period of sixty (60) days from the date of opening. Cascade County reserves the right to consider or reject any and all bids, and further to waive any defects or irregularities. All bidders must use the bid form supplied with the specifications. A contract will be awarded to the lowest and most responsible bidder for each of the various types or model of vehicles.

All bidders are expected to be aware of and to abide by all state and federal statutes, rules, and regulations governing the solicitation and acceptance of public contracts, including any such statute, rule or regulation relating to non-discrimination.

The Board of Commissioners reserves the right to reject any or all bids, to waive irregularities, or to accept any bid they deem to be in the best interest of Cascade County.

DATED this 5th day of November 2018.

Les Payne
Les Payne, Deputy Director
Cascade County Public Works

(Publish November 11th, November 18th, and November 25th, 2018.)

Cascade County Public Works Department

GENERAL INFORMATION FOR BIDDERS

1. Bid Opening. The Cascade County Commissioners will receive bids from persons or entities capable of supplying one (1) or more of each of the various models of fleet vehicles as outlined and described in the specifications included herein. Bids shall be opened and read aloud at a meeting of the Commissioners to take place on Tuesday the 27th day of November 2018, at the time of 1:00 o'clock p.m. at the Commissioner's Office, in the Cascade County Courthouse Annex Room 111. All bids must be received no later than the start of the meeting.

2. Notice. Notice is being published in the Great Falls Tribune, (a copy of the notice is included with this package) with publication dates of November 11th, 18th, and 25th, 2018. All interested and capable persons or entities are invited to submit bids on the bid form included with this package. A non-mandatory pre-bid conference will occur at 9:00 am on Tuesday, November 20th, 2018 at the Cascade County Public Works Department, 279 Vaughn South Frontage Road, Great Falls, MT 59404.

3. Bid Security. Pursuant to Section 18-1-201, Montana Code Annotated, the Board of Commissioners must require a bid security. Each bid must be accompanied by security in a form specified below, and in an amount equal to ten percent (10%) of the bid of the bidder, and payable to Cascade County.

According to the above cited statute, bid security is required "as a condition precedent to considering any such bids, as evidence of good faith on the part of the bidder, and as indemnity for the benefit of such public authority against the failure or refusal of any bidder to enter into any written contract that may be awarded upon and following acceptance of (a) bid..." Thus, if a bidder is selected and requested to enter into the contract, and the bidder refuses to enter into the contract, the bid security shall be forfeited in its entirety to Cascade County.

The form of the bid security is specified in Section 18-1-202, Montana Code Annotated, as follows;

"(1) In all cases under 18-1-202 (1), the bidder, offeror, or tenderer shall accompany and bid with either:

(a) lawful money of the United States;

(b) a cashier's check, certified check, bank money order, or bank draft, in any case drawn and issued by a federally chartered or state-chartered bank insured by the federal deposit insurance corporation; or

(c) a bid bond, guaranty bond, or surety bond executed by a surety corporation authorized to do business in the state of Montana. If a financial guaranty bond or surety bond is provided to secure the purchase of indebtedness, the long-term indebtedness of the company executing the financial guaranty bond or surety bond must carry an investment grade rating of one or more nationally recognized independent rating agencies.

(2) The money or, in lieu of money, the bank instruments or

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bid bonds, financial guaranty bonds, or surety bonds must be payable directly to the public authority soliciting or advertising for bids.”

The successful bidder’s bid security shall be returned upon the parties entering into a contract. Also, at such time, the bid security of unsuccessful bidders shall be returned.

4. Contract. The successful bidder will be expected to enter into a contract with Cascade County. The form of the contract is included within this package. However, Cascade County reserves the right to make changes to the contract which do not affect the substantial rights of the parties.

All bids shall remain effective for a period of sixty (60) days from the date of opening. At some time during said sixty (60) day period, the successful bidder will be expected to enter into the contract.

5. Waiver of irregularities and informalities. Cascade County reserves the right to waive any irregularity or informality in any bid. Further, Cascade County reserves the right to reject any and all bids for any reason.

6. Basis of Award. Cascade County shall base any award on the most responsible bid submitted for each of the various make and model of fleet vehicles. Cascade County reserves the right to purchase the various make and model from different bidders based on lowest most responsible bidder that the county deems appropriate. Consideration will be given, but is not limited to, cash flow, purchase price, trade in value, delivery date, equipment service guarantees, parts and service availability, parts and service facilities locations, analysis and comparison of equipment specification details, fuel consumption, fuel additive requirements, annual and lifetime operating costs, annual and lifetime ownership costs, resale value, and past experience of Cascade County with similar or related equipment.

7. Resident Bidder Preference. Pursuant to Section 18-1-102, Montana Code Annotated, Cascade County will award the contract “to the lowest responsible bidder without regard to residency. However, a resident must be allowed a preference on a contract against the bid of a nonresident if the state or country of the nonresident enforces a preference for residents. The preference must be equal to the preference given in the other state or country.”

According to Section 18-1-113, Montana Code Annotated, any bidder seeking a preference shall be required to file, along with the bid, an affidavit, specifying in detail, the basis upon which the bidder claims a preference.

8. Non-Discrimination. The successful bidder shall be expected to abide by all provisions of state and federal law regarding discrimination. One such provision, in Montana law is Section 49-3-207, Montana Code Annotated, which states Non-Discrimination; “(e)very state or local contract or subcontract for construction of public buildings or for other public work or for goods or services must contain a provision that all hiring must be on the basis of merit and qualifications, and a provision that there may not be discrimination on the basis of race, color religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

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9. Laws and Regulations. Each bidder is expected to be familiar with and abide by all laws of the federal, state and local governments regarding their obligations in bidding and performing public contracts.
10. Trade-in. Each bidder will be expected to state a value for the listed vehicles that Cascade County may wish to trade in, and which will reduce the purchase price. The vehicles are included in this bid packet. The value stated by the bidder for each vehicle must be stated separately on the Bid Form. In accepting the bid from the successful bidder, Cascade County may elect to trade any, all, or none of the used vehicles. If Cascade County elects to trade in any such vehicle(s), the successful bidder shall receive such vehicle(s) at the time of delivery of the newly purchased vehicle(s). The successful bidder will be responsible for transporting any such vehicle(s) from Cascade County. Any items to be traded in shall be accepted by the bidder “as is”, with no warranties and/or representations whatsoever. Upon reasonable advance notice, any bidder may inspect any of the items proposed for trade-in by contacting Public Works Department Fleet Maintenance Division Superintendent Bob Wilson. The transfer of any such vehicle(s) shall be by bill of sale and/or conveyance of the signed vehicle title delivered to the successful bidder at the time of delivery of the newly purchased vehicle(s).
11. Warranty. Each vehicle make and model must list a proposed warranty for both parts and labor.
12. Questions. Should any bidder have any questions about the specifications, or any provision or other information contained in the bidder’s package, they may direct inquires to Brian K. Clifton, Director, Cascade County Public Works, 279 Vaughn S. Frontage Road, Great Falls, MT 59404; phone 406-454-6920. Any clarification information, or any changes made to any information in the bidder’s package shall be provided to all potential bidders who have obtained a copy of the specifications from Cascade County.

BIDDER'S SUBMISSION REQUIREMENTS

Sealed bids shall be submitted by each bidder. Sealed bids must be received by Cascade County no later than 1:00 pm on Tuesday November 27th, 2018, which is the time of commencement of the meeting to open bids. Bidders are expected to abide by the following requirements.

Each bid and accompanying documents shall be submitted in a standard 8 1/2 x 12, or larger manila envelope. The manila envelope shall be sealed, and the following information shall be written or typed on the outside of the envelope: (1) the name, address, and telephone number of the bidder: (2) the words "Bid to Cascade County for Fleet Vehicles".

The following documents shall be included in the manila envelope, in the following order:

1. Bid Forms. The Bid Form shall be completely filled out and signed by an authorized agent of the bidding company.
2. Bid Bond. A bid bond must be enclosed and must be in the form as specified in this package. The bid bond must be in the amount bid for the vehicle(s), without deduction for the value bid for any of the proposed trade-in items.
3. Warranty Information. All warranty information for the vehicle(s) must be included.
4. Delivery Date. Bidder must specify delivery date. Delivery shall be F.O.B. Cascade County Public Works at Great Falls, Montana.
5. Other Information. Bidders are encouraged, but not required, to include other information about their business and about the equipment in the bid.

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BID FORM

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The undersigned Bidder hereby covenants and agrees to provide one (1) or more of each of the various models of fleet vehicles as outlined and described in the specifications included herein, for the price stated per vehicle. The bidder understands that this bid is effective for sixty (60) days from the date of opening. All lines on the Bid Form *must* be completed.

Vehicle per Specifications	Model & Year	Net Purchase Price (w/o trade)
Small SUV	_____	\$_____ each
4x4 ¾ Ton Extended cab w/ 8Ft box	_____	\$_____ each

Proposed delivery date(s): _____

Bidder's Name _____

Bidder's Signature _____

BID FORM

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NOTE: CASCADE COUNTY RESERVES THE RIGHT TO SELECT THE LOWEST MOST RESPONSIBLE BIDDER OF EACH OF THE MAKE & MODEL PROPOSED. (FOR EXAMPLE: THE SMALL SUV(S) MAY BE BOUGHT FROM ONE VENDOR AND ¾ TON TRUCKS) MAY BE BOUGHT FROM A DIFFERENT VENDOR DEPENDING ON THE LOWEST MOST RESPONSIBLE BID PER MAKE AND MODEL). CASCADE COUNTY RESERVES THE RIGHT TO KEEP ANY OR ALL OF THE VEHICLES FOR PROPOSED TRADE-IN. THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE NEW VEHICLES, AND MAY NOT BE REDUCED FOR THE VALUE OF ANY OF THE PROPOSED VEHICLES FOR TRADE-IN.

Bidder's Name _____

Bidder's Address _____

Bidder's Phone No. _____

Bidder's Signature

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TRADE-IN VALUE CONSIDERATION

Vehicle Description	Vin Number	Trade-in Value
(1) 2000 Ford Expedition 4x4 (#704)	1FMPU16L9YLB51757	\$ _____
(1) 2004 Ford 1 Ton Flatbed 2WD (#1140)	1FDSF34L14ED13138	\$ _____
(1) 2004 Ford 1 Ton Flatbed 2WD (#1143)	1FDSF34L14ED13136	\$ _____
(1) 2004 Ford 1 Ton Flatbed 2WD (#1145)	1FDSF34L04ED21800	\$ _____
(1) 2004 Ford 1 Ton Flatbed 2WD (#1147)	1FDSF34L44ED21802	\$ _____
(1) 1997 Ford F150 pickup (#203)	1FTDF1723VKC02341	\$ _____
(1) 2005 Ford Taurus (#208)	1FAFP53U25A175343	\$ _____
(1) 2006 Chevrolet Aveo (#417)	KL1TD56616B575271	\$ _____
(1) 2005 Ford Taurus (#425)	1FAFP53445A172766	\$ _____
(1) 2007 Chevrolet Colorado (#420)	KL1TD56616B575271	\$ _____

A bidder can set up a time and date to inspect or view a trade-in vehicle by contacting Bob Wilson at Cascade County Public Works at 406-454-6928.

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AGREEMENT

THIS AGREEMENT is made this _____ day of _____, 2018, by and between Cascade County, and _____, hereinafter referred to as the seller, and is meant to describe the terms and conditions for the sale by seller and the purchase over time by Cascade County of _____, fleet vehicle(s) as described in the specifications.

THE PARTIES COVENANT AND AGREE AS FOLLOWS:

1. Item Purchased. The seller agrees to sell and provide, and Cascade County agrees to purchase the _____ certain vehicle(s) with associated equipment, for the sale price of \$ _____.

The specific vehicle(s) to be purchased over time is more specifically described as follows: _____

2. Delivery Date. Time is of the essence in this agreement. The seller shall deliver the vehicle(s) and associated equipment to Cascade County no later than _____. If full delivery is not made by such date, the parties hereby agree that Cascade County shall be entitled to liquidated damages in the amount of \$50.00 for each day past such deliver date until full delivery takes place. Cascade County may choose to waive its receipt of liquidated damages.

3. Contract Documents. The parties understand and agree that there are various documents which are an integral part of this contract, and by this reference are fully incorporated herein: to include all of the documents which are part of the Bidder's Package.

4. Insurance. Delivery shall be F.O.B. Cascade County Shop at Great Falls, Montana. The seller shall be responsible for insuring the vehicle(s) until they are delivered and off- loaded to Cascade County. Cascade County shall not be responsible for loss until such time, and then upon unloading the equipment the obligation for insurance shall be the responsibility of Cascade County.

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5. Venue for Disputes. Should any dispute arise regarding this contract, proper venue shall be in the District Court of the Eighth Judicial District, in and for Cascade County, Montana.

6. Binding Effect. This contract shall bind and inure to the benefit of the heirs, successors, and assigns of the parties.

Dated this _____ day of _____, 2018.

CASCADE COUNTY:

Jane Weber, Chairman

ATTEST:

Rina Fontana Moore, Clerk and Recorder

Successful Bidder

SPECIFICATIONS

Please describe all warranties, guarantees, and extended coverage's of the various make and model of vehicle(s) proposed.

- A. All vehicle(s) proposed shall include estimated highway mpg and estimated city mpg.
- B. No bid will be considered unless accompanied by a bid bond, bank draft, money order, or certified or cashier's check, in the amount of not less than ten percent (10%) of the total amount for the total number of vehicle(s) bid, as further described in paragraph 3 of the General Information for Bidders in the Bidder's Package.
- C. Delivery shall be F.O.B. Cascade County Public Works located at 279 Vaughn South Frontage Road, Great Falls, Montana.
- D. Upon delivery, the successful bidder shall include one (1) service repair manual, one (1) complete power train and emissions diagnosis manual, and one (1) electrical schematic manual, total per vehicle type. In addition, all vehicles shall come with an owner/operators manual.
- E. Bidder must specify delivery date.
- F. All vehicle(s) shall be the current advertised and produced model, with all the latest changes and features offered as standard, whether or not called for in the bid specifications.

Pursuant to the Invitation to Bidders, requesting bids for one (1) or more, new 2018 or newer model of the following fleet of vehicles. The following minimum requirements, or substantially similar equivalents, shall be met for each vehicle:

PLEASE INDICATE, ON A SEPARATE SHEET OF PAPER FOR EACH SPECIFIC VEHICLE TYPE, IF ANY OF THE FOLLOWING SPECIFICATIONS CANNOT BE MET OR IF THE BIDDER IS SUBMITTING AN EQUIVALENT SPECIFICATION. ANY ALTERNATE SUBMITTAL MUST BE CLARIFIED ON A SEPARATE SHEET IF THE BIDDER DESIRES SUPPORT FOR AN ALTERNATE OR SUBSTANTIALLY SIMILAR SPECIFICATION.

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VEHICLE TYPE #1

AWD Small SUV (Preapproved: Chevy Equinox, Ford Escape)

SPECIFICATIONS

Cab, 5 Door

Arm rests: right and left. Sun Visors: right and left. Seat: Cloth material. Bucket front seats (4-way or 6-way adjustable) with adjustable head restraints. Folding rear split-bench seat with fold forward seatback. Seat Belts: retractor, shoulder type. Turn indicators with four-way flashers and automatic cancellers. 12 Volt accessory outlet. Windshield wipers: electric, two-speed with intermittent control and washers. Mirrors: rear view mirror inside day/night type; outside swing-away left and right. Heater/defroster: fresh air and recirculation. Safety, tinted windshield. Lights: head lamps, stop and tail, backup lights, overhead dome and map, parking brake warning and cargo light. AM/FM radio. Power Steering with tilt wheel. Full width factory rubber floor mat for snow and muddy conditions and air conditioning.

Engine

Size: 4 cylinders. Antifreeze: permanent type to 45 degrees F below zero. Air Cleaner: dry type. Alternator: 100 amp hour. Battery: 540 CCA minimum. Engine Heater: frost plug type with electrical cord extending through front of grill. Gauges: standard. Electronic ignition. Fuel Injection.

Transmission/Differential

Automatic Transmission. AWD drivetrain.

Brakes

Power assisted, all wheel disc with anti-locking system.

Wheel and Tires

Wheels: Five identical wheels all with tire pressure monitor sensors. Tires: Five Tires, steel belted, all season, tubeless. All tires mounted and identical.

Suspension

Wheelbase: 112 inches minimum. Minimum GVWR of 4,500 pounds. Shocks: front and rear.

Miscellaneous Equipment

Color: white (not optional). Bumper: front and rear step type with center inverted for license plate and license plate light. Fuel Tank: standard.

Manuals

One complete owner-operator manual per vehicle. One service manual, total. One complete power train and emissions diagnosis manual, total. One electrical schematic, total.

Warranty

Basic: 36 month/36,000 miles. Powertrain: 60 month/100,000 miles. Corrosion Perforation: 60 month/unlimited mileage. Roadside Assistance: 60 month/60,000 miles

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VEHICLE TYPE #2

4x4 ¾ Ton Extended Cab W/8ft. box

SPECIFICATIONS

Cab, Extended cab

Arm rests: right and left. Sun Visors: right and left. Seats: Cloth bench type. Seat Belts: retractor, shoulder type. Turn indicators with four-way flashers and automatic cancellers. 12 Volt accessory outlet. Windshield wipers: electric, two-speed with intermittent control and washers. Mirrors: rear view mirror inside day/night type; outside swing-away left and right. Heater/defroster: fresh air and recirculation. Safety, tinted windshield. Lights: head lamps, stop and tail, backup lights, overhead dome and map, parking brake warning and cargo light. AM/FM radio. Power Steering with tilt wheel. Full width rubber floor mat and additional OEM auxiliary mats. Factory standard air conditioning.

BED

Must have a standard eight foot box behind the super cab size cab.

Engine

Size: Standard V8. Antifreeze: permanent type to 40 degrees F below zero. Air Cleaner: dry type. Alternator: 100 amp hour. Battery: 540 CCA minimum. Engine Heater: frost plug type with electrical cord extending through front of grill. Gauges: standard. Electronic ignition. Fuel Injection.

Transmission/Differential

Automatic Transmission. Locking rear differential or limited slip. The truck must have a 4WD drivetrain.

Brakes

Power assisted, front disc/rear drum or all wheel disc with anti-locking system.

Wheel and Tires

Wheels: Five identical wheels all with tire pressure monitor sensors. Tires: Five Tires, steel belted with the top upgraded traction tire option, 10 ply. Tubeless with an E load rating. All tires mounted and identical.

Suspension

Minimum GVWR of 8,500 pounds. Shocks: heavy duty gas shocks, front and rear.

Miscellaneous Equipment

Color: white (not optional). Bumper: front and rear step type with license plate light(s). Fuel Tank: 25 gallons minimum. Trailer towing package with frame-mounted receiver hitch that will receive a 2" square tube ball mount. An internal brake module with integrated brake controller must be installed in the cab. The trailer light socket must be a seven way "RV" style located at the rear of the vehicle.

Manuals

One complete owner-operator manual per vehicle. One service manual, total. One complete power train and emissions diagnosis manual, total. One electrical schematic, total.

Warranty

Basic: 36 month/36,000 miles. Powertrain: 60 month/100,000 miles. Corrosion Perforation: 60 month/unlimited mileage. Roadside Assistance: 60 month/60,000 miles

**AFFIDAVIT AND INFORMATION REQUIRED OF BIDDERS
AFFIDAVIT OF NON-COLLUSION**

I hereby swear (or affirm) under the penalty; for perjury;

- (1) That I am the bidder (if bidder is an individual), a partner in the bidder (if the bidder is a partnership), or an officer or employee of the bidding corporation having authority to sign on its behalf (if the bidder is a corporation);
- (2) That the attached bid or bids have been arrived at by the bidder independently, and have been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment or services described in the invitation to bid, designed to limit independent bidding or competition;
- (3) That the contents of the bid or bids have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid or bids, and will not be communicated to any such person prior to the official opening of the bid or bids; and
- (4) That I have fully informed myself regarding the accuracy of the statements made in this affidavit.

SIGNED: _____

FIRM NAME: _____

DATE: _____

ADDRESS: _____

SUBSCRIBED AND SWORN TO BEFORE ME

THIS _____ **DAY OF** _____, **20** _____.

NOTARY PUBLIC

Print name:

My commission expires: _____

BIDDER'S E.I NUMBER: _____ **(Number used on Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941)**

BIDDER'S CHECKLIST

Please be sure you have completed the following prior to submitting your bid:

1. Read and understood the specifications.
2. Enclosed all documents listed in the Bidder's Submission Requirements
3. Made yourself familiar with any State laws that pertain to this bid.
4. Asked any questions, and received answers, regarding the bid procedure, specifications, or general information.

***** NOTE: Any bid that is not properly addressed (including bidders phone no.), or that is delivered past the date and time indicated on the invitation to bid, will be invalid and will not be opened or considered.*****