

# **BIDDER'S PACKAGE**

**CASCADE COUNTY**

**SOLICITATION FOR BIDS FOR  
TWO (2) NEW 2012 OR NEWER THREE (3) AXLE 20 CYD  
BOTTOM DUMP SEMI-TRAILERS**

**SEPTEMBER 2012**

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## INVITATION TO BIDDERS

NOTICE IS HEREBY GIVEN; that the Cascade County Board of Commissioners will receive sealed bids for the purchase over time of two (2) new 2012 or newer three (3) axle 20 cyd bottom dump semi-trailers. Specifications for the equipment may be obtained by contacting Brian Clifton, Public Works Director, 279 S. Vaughn Frontage Road. Phone (406) 454-6913.

Bids will be opened on the 28<sup>th</sup> day of September, 2012, at the time of 1:00 o'clock p.m. in the office of the Board of Commissioners, in the Cascade County Courthouse Annex, 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 bottom dump semi-trailers 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 thirty (30) 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 most responsible bidder.

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 12<sup>th</sup> day of September, 2012.

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Jane Weber, Chairman  
Cascade County Board of Commissioners

(Publish September 16<sup>th</sup> and 23<sup>rd</sup>, 2012.)

## GENERAL INFORMATION FOR BIDDERS

1. Bid Opening. The Cascade County Commissioners will receive bids from persons or entities capable of supplying two (2) new 2012 or newer three (3) axle 20 cyd bottom dump semi-trailers, as described in the specifications included herein. Bids shall be opened and read aloud at a meeting of the Commissioners to take place on the 28<sup>th</sup> day of September, 2012, at the time of 1:00 o'clock p.m. at the Commissioners 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 September 16<sup>th</sup> and 23<sup>rd</sup>. All interested and capable persons or entities are invited to submit bids on the bid form included with this package.

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 18-1202, Montana Code Annotated, as follows;

“(1) In all cases under 18-1202 (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 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 does not affect the substantial rights of the parties.

All bids shall remain effective for a period of thirty (30) days from the date of opening at some time during said thirty (30) 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. Shall be dependent on the lowest responsible bid submitted. Consideration will be given, but is not limited to, cash flow, purchase price, delivery date, equipment service guarantees, parts and service availability, parts and service facilities locations, analysis and comparison of equipment specification details, 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 most 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 a 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 or race, color

religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing the contract.

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. Warranty. In order to guarantee the cost of repairs and minimize downtime for Cascade County, the unit of equipment shall be warranted against defects in material and workmanship for a period of not less than twelve (12) months.

11. 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 Clifton, Public Works Department, 279 S. Vaughn Frontage Road. Phone (406) 454-6913.

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 o'clock p.m., September 28<sup>th</sup>, 2012, 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 bottom dump semi-trailers".

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 two bottom dump semi-trailers without deduction for the value bid for any of the proposed trade-in items.
3. Warranty Information. All warranty information for the equipment must be included.
4. Delivery Date. Bidder must specify delivery date. Delivery shall be F.O.B. Cascade County Shop 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.

## BID FORM

The undersigned Bidder hereby covenants and agrees to provide two (2) new 2012 or newer three (3) axle 20 cyd bottom dump semi-trailers, as described in the Specifications, for the price stated. The bidder understands that this bid is effective for thirty (30) days from the date of opening. All lines on the Bid Form *must* be completed.

Manufacturer \_\_\_\_\_ Year & Model \_\_\_\_\_

Net purchase price of two (2) including warranty costs,  
F.O.B. Cascade County Shop at Great Falls, Montana. \$ \_\_\_\_\_

Less trade in for:

Used 1968 Cook model BDS E3500 Trailer, Serial # A6237 \$ \_\_\_\_\_

Used 1968 Cook model BDS E3500 Trailer, Serial # A6238 \$ \_\_\_\_\_

Proposed Delivery Date \_\_\_\_\_.

Current Governmental Fixed Interest Rate: \_\_\_\_\_%.

**NOTE:** CASCADE COUNTY RESERVES THE RIGHT TO KEEP ANY OR ALL OF THE PIECES OF EQUIPMENT FOR PROPOSED TRADE-IN, AND IN SUCH EVENT, THE BALANCE AMOUNT WILL BE INCREASED IN A LIKE AMOUNT, OR AMOUNTS. THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE BOTTOM DUMP SEMI-TRAILERS AND MAY NOT BE REBUCED FOR THE VALUE OF ANY OF THE PROPOSED EQUIPMENT FOR TRADE-IN.

Bidder's Name \_\_\_\_\_

Bidder's Address \_\_\_\_\_

Bidder's Phone No. \_\_\_\_\_

\_\_\_\_\_  
Bidder's Signature

# AGREEMENT

THIS AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 two (2) new 2012 or newer three (3) axle 20 cyd bottom dump semi-trailers, 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 two (2) 2012 or newer three (3) axle 20 cyd bottom dump semi-trailers with associated equipment, for the sale price of

\$\_\_\_\_\_.

The specific equipment to be purchased over time is more specifically described as follows:

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2. Payment Terms. Cascade County shall make annual payments for the equipment in the amount of \$\_\_\_\_\_ for \_\_\_\_\_ years to the seller. The first payment will be made within 30 days of delivery by the seller, and all subsequent payments shall be due annually on or before the anniversary date of the first payment. The seller shall be required annually to submit a claim form pursuant to Cascade County policy, with the claim form having been submitted prior the 25<sup>th</sup> day of the month prior to the month in which the payment is due.

3. Delivery Date. Time is of the essence in this agreement. The seller shall deliver the bottom dump trailers 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.

4. 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.

5. Insurance. Delivery shall be F.O.B. Cascade County Shop at Great Falls, Montana. The seller shall be responsible for insuring the bottom dump trailers until they are both 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.

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

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

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CASCADE COUNTY:

\_\_\_\_\_  
Chairman

ATTEST:

\_\_\_\_\_  
Rina Fontana Moore, Clerk and Recorder

\_\_\_\_\_  
Successful Bidder

## SPECIFICATIONS

**Please describe all warranties, guarantees, and extended coverage's of the bottom dump semi-trailers including an extended service plan.**

Pursuant to the Invitation to Bidders, requesting bids for two (2) new 2012 or newer three (3) axle 20 cyd bottom dump semi-trailers, the following minimum requirements, or substantially similar equivalents, shall be met:

- A. Bottom dump semi-trailers shall meet OSHA requirements and specifications on the date of the bid opening.
- B. No bid will be considered unless accompanied by a bid bond, bank draft, money order, or certified or cashiers check, in the amount of not less than ten percent (10%) of the total amount for the total number of machines 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 Department at Great Falls, Montana.
- D. Upon delivery, the successful bidder shall include all operating, service, parts and technical repair manuals.
- E. Bidder must specify delivery date. Time is of the essence in this agreement.
- F. All machines 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.

**PLEASE INDICATE IN THE FOLLOWING IF THE MACHINES OFFERED CAN MEET THE FOLLOWING MINIMUM DESIRED CONFIGURATIONS. ANY "NO" MUST BE CLARIFIED ON A SEPARATE SHEET IF THE BIDDER DESIRES SUPPORT FOR AND ALTERNATE OR SUBSSTANTIALLY SIMILAR SPECIFICATION.**

**MINIMUM SPECIFICATIONS FOR BOTTOM DUMP SEMI-TRAILER**

	<b>YES</b>	<b>NO</b>
<b>CAPACITY</b>		
Minimum of 20 cubic yards struck excluding any sideboards or added hopper extensions that are not part of the primary structure.	_____	_____
Minimum of 60,000 pounds net payload at 60 mph.	_____	_____
Gross Vehicle Weight distribution shall be:		
A) 52% on the rear tandem of the trailer plus/minus 1%		
B) 48% at the king pin of the trailer plus/minus 1%	_____	_____
<b>DIMENSIONS</b>		
Overall length shall be 42'-0" minimum excluding a 22" push block.	_____	_____
Overall height shall be 100" maximum excluding any sideboards or added hopper extensions.	_____	_____
Overall width shall be 8'-6" maximum.	_____	_____
Centerline of King Pin to centerline of suspension shall be 34'-2" minimum.	_____	_____
King Pin setting shall be at 17".	_____	_____
Fifth wheel height shall be 48".	_____	_____
<b>FRAME CONSTRUCTION</b>		
Frame shall be all steel construction.	_____	_____
Steel shall be combination 100,000/80,000 PSI yield strength minimum.	_____	_____
Trailer side skin material shall be 11 gauge, 80,000-PSI yield minimum.	_____	_____
The safety factors for any section of the longitudinal frame shall be a minimum of 4.0 to 1, based on the yield strength of the steel and the static tensile stress due to combined payload and tare loading.	_____	_____

Mainframe and hopper shall be unitized construction by continuous welding, allowing for maximum strength through increased depth of section, therefore retaining lightness in weight. All bracing on trailer sides shall be horizontal to achieve maximum self-cleaning of material during loading. The trailer's mainframe rails shall have a shed angle of 68 degrees off vertical minimum.

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Frame shall have front and rear diagonal bracing to control transverse movements that result in stresses to the frame. The bracing shall go from the top rear of the hopper diagonally to the bottom of the subframe header at the rear and from the top front of the hopper diagonally to the bottom of the fifth wheel header. These braces shall be a minimum of 2 1/2" tubing with 1.54 in. three (3) section modulus.

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Frame shall have horizontal rear bracing to control transverse movements created at the push block. These braces shall be a minimum of 2" tubing with .668 in three (3) section modulus, which shall continue from the push block at approximately the center of the tailgate forward to the outer corners of the subframe header and shall work in conjunction with bracing in paragraph 4.6.

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Frame shall have diagonal front bracing to control transverse movements created at the fifth wheel. Braces shall be a minimum of 2" tubing with .668 in. three (3) section modulus which shall continue from the outside corners of the nose piece to approximately the center of the header which mounts the rear of the fifth wheel and shall work in conjunction with bracing in paragraph 4.6 and 4.7 controlling fore mentioned transverse movements throughout the trailer frame.

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Outside horizontal mainframe rails shall be one-piece continuous shape the entire trailer length.

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Outside horizontal frame rails shall have continuous submerged arc welds.

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Outside frame designs shall be free of vertical or angular braces that create weldments across the primary frame.

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**HOPPER BODY**

Hopper body shall be all steel and unitized to main frame by continuous welding.

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Top opening shall be a minimum of 16'-0" long.

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Bottom Hopper opening shall be 64" x 108".

\_\_\_\_\_

Hopper side slope shall be a maximum 11 degrees off vertical with straight and continuous sides. Tapered sides that allow material buildup are not acceptable.

\_\_\_\_\_

Hopper end slope shall be a maximum 30 degrees off vertical with straight and continuous end sheets. Tapered ends that allow material buildup are not acceptable.

\_\_\_\_\_

Lower hopper side sheet shall form over at each end, creating an overlapping joint with the hopper end sheet web. Butt or T-joints joining the lower side sheet to the end sheet are not acceptable.

\_\_\_\_\_

Lower hopper rail corners shall be secured by steel castings having a minimum of 50,000 PSI yield strength. Mitered or fabricated corners not acceptable.

\_\_\_\_\_

The upper hopper shall have a bolt-in crossbrace to strengthen the hopper sides. The minimum size shall be 3/16" x 4" x 4" square tube turned to have a 45 degree shed angle to eliminate material build up.

\_\_\_\_\_

Side board brackets capable of accepting 2" x 6" side boards shall be included.

\_\_\_\_\_

Sideboards must be of Apitong wood only and be a minimum of 1-5/8" thick x 7" high.

\_\_\_\_\_

Lower hopper extensions shall be provided between the hopper bottom rail and gate.

\_\_\_\_\_

**GATES**

Gate shall be (1) one clam type windrow with air operated double action.

\_\_\_\_\_

Gate shall have (2) two 8" x 34" air cylinders mounted between hopper bo and gate ends as to be protected. Cylinders mounted outboard of the gate are not acceptable.

Gate equalizer bar shall be one piece connecting to the gate halves.

Replaceable pivot bearings shall be provided for the gate pivots, equalize ends and cylinder mounting brackets.

Positive locking gate alignment brackets shall be provided to keep gate h aligned laterally, both fore and aft.

Dimension from the ground to the bottom of the gates to be 14" Maximum.

### **GATE CYLINDERS**

Gate cylinders shall be 8" bore with 34" useable stroke.

Stroke length shall be fixed at 26 1/2" with 7 1/2" stop tube to reduce Chances of rod bending.

Cylinder rod shall be chrome plated 1 3/4" diameter solid steel.

Cylinder wall shall be 1/4" minimum thickness with a protective layer of chrome on the cylinder bore.

Piston and glands shall be provided with 1/2" wide fiber wear rings to serve as centering devices or guides to help keep weight off the seals for extended seal life.

### **GATE AIR SYSTEM**

Shall be equipped with a 60 gallon reservoir.

Shall be equipped with a system filter and lubricator, and control valve shall be mounted within a compartment on the roadside to the outside for ease of system maintenance in the sidewall of the unit. Control valves mounted below the frame rail where controls are exposed to damage are not acceptable.

Air filter shall be 5 micron.

Lubricator shall be a minimum of 16 ounce capacity.

**GATE CONTROLS**

Manual gate limiter shall be provided with (7) seven settings for gate openings in 8” increments from 8” to 64” (gate control chains are not acceptable).

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Gate control shall be controlled from either the cab or the ground with us remote pendant and in-cab controls.

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A cab control shall be included with a open/close switch.

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**LANDING LEGS**

Telescopic landing legs shall be furnished. Legs shall mount to the front portion of the windrow gate.

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**SUSPENSION**

Suspension shall be air ride suspension.

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**AXLES**

Three (3) 25,000 pound 5” tubular with 71” track shall be furnished.

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Wheel seals shall be oil lubricant type with visible hub caps and ventilated fill plugs.

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**BRAKES**

Brakes shall be minimum 16 1/2” x 7” full air, S-cam type.

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Hubs shall be outboard mount type.

\_\_\_\_\_

Brake air tank shall be equipped with an external drain mounted outboard of the frame.

\_\_\_\_\_

Brake chambers furnished shall be type 30/30 spring brakes.

\_\_\_\_\_

Automatic slack adjuster shall be furnished.

\_\_\_\_\_

Brakes shall be installed so S-cams rotation is in the same direction as wheel rotation as to eliminate brake vibration or chatter that normally shortens brake component life.

\_\_\_\_\_

Brake drum dust shields shall be provided on each drum assembly.

**TIRES & WHEELS**

Tires furnished shall be (8) eight 11 R 24.5 G (14 ply) radials. \_\_\_\_\_

Wheels shall be (8) Budd Type Disc. Wheels shall be 8.25 x 24.5. \_\_\_\_\_

**WINDROW DEFLECTOR**

A windrow deflector with a minimum width of 40” to maximize protection of brake chambers and cam shafts shall be mounted on the front axle. \_\_\_\_\_

**UPPER FIFTH WHEEL**

Fifth wheel shall be side oscillating, mounted in rubber bushings, and contained by steel castings to allow for greatly decreased tractor-trailer. \_\_\_\_\_

Grease fittings shall be provided in top of fifth wheel for lubrication while attached to tractor. \_\_\_\_\_

Oscillation shall be minimum of 12 ½ degrees total to protect trailer frame from twisting over uneven ground conditions. Oscillation shall be limited by contact stops at no more than 19 degrees total. Oscillation Points will require no lubrication. \_\_\_\_\_

**LIGHTING**

Lighting shall be ICC/DOT approved with color coded wiring and 7-way receptacle. \_\_\_\_\_

Wiring shall be an enclosed modular system to trailer. Junction boxes, loose wires or wiring splice connections are not acceptable. \_\_\_\_\_

Wiring harness to be routed through grommets mounted in punched or drilled holes when routed through any frame member or support brackets. Wiring harness to be routed from front of unit to rear within the main frame members for absolute protection. \_\_\_\_\_

Stop, turn and tail lights shall be of the sealed beam type mounted in rubber housings. \_\_\_\_\_

**SAFETY EQUIPMENT**

Steel fenders shall be provided for the rear over the tires. \_\_\_\_\_

Front fenders shall be provided at front of unit. \_\_\_\_\_

Mud flaps shall be full width rubber anti-sail/anti-spray mounted at rear not more than 8" from the ground.

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**UNDERRIDE PROTECTOR/PUSH BLOCK**

Combination Underrided Protector and Push Block shall be provided

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Which shall be reversible to allow for used in either configuration.

\_\_\_\_\_

28" maximum ground clearance shall be provided in Push Block configuration for underride protection.

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Push Block shall extend horizontally 22" behind tailgate.

\_\_\_\_\_

**PAINT**

Paint to be 3 mils of lead free acrylic enamel.

\_\_\_\_\_

Color to be manufacture's standard.

\_\_\_\_\_

## **EXCEPTIONS TO THE SPECIFICATIONS**

## **WARRANTY & AVAILABILITY GUARANTEE**

In order to guarantee the cost of repairs and minimize downtime for the County, all bidders shall include with their bid:

The unit of equipment shall be warranted against defects in materials and workmanship for a period of not less than twelve (12) months. Successful bidder shall furnish manufacturer's warranty at the time of delivery.

## **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 (p.7 of Bid Package).
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.\*\*\***