BIDDER'S PACKAGE

CASCADE COUNTY

SOLICITATION FOR BIDS FOR
ONE (1) NEW 2015 OR NEWER 4.1 CYD WHEEL LOADER
(Preapproved Models: Caterpillar 938K, John Deere 644K, or Equivalent)

NOVEMBER 2015

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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 of one new 2015 or newer, 4.1 cu. yd. wheel loader. 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 12th day of November, 2015, at the time of 11:00 o'clock a.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 wheel loader 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 22nd day of October, 2015.

Jane Weber, Chairman
Cascade County Board of Commissioners

(Publish November 1st and 8th, 2015.)

GENERAL INFORMATION FOR BIDDERS

1. Bid Opening. The Cascade County Commissioners will receive bids from persons or entities capable of supplying one (1) new 2015 or newer 4.1 cu. yd. wheel loader as described in the specifications included herein. Bids shall be opened and read aloud at a meeting to take place on the 12th day of November, 2015, at the time of 11:00 o'clock a.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 November 1st and 8th. 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 18-1-203, 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

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 most 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 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. Buy Back. The successful bidder shall be required to covenant and agree to repurchase or buy back the wheel loader at the price to be indicated on the bid form for the applicable time period.

11. Warranty. In order to guarantee the cost of repairs and minimize downtime for Cascade County, all bidders shall include with their bid a full machine warranty, including parts and labor for required repairs, for a period of five (5) years or five thousand (5,000) hours of operation from date of delivery, whichever occurs first.

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 Clifton, Public Works Director, 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 11:00 o'clock a.m., November 12th, 2015, 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 wheel loader".

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

1. Bid Forms. The Bid Form and Bid Form for Repurchase Amounts 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 wheel loader, 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 Public Works Department 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 one (1) new 2015 or newer 4.1 cu. yd. wheel loader, 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.

Wheel Loader Manufacturer_____ Model_____

Net purchase price including warranty costs,
F.O.B. Cascade County Shop at Great Falls, Montana $_____

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 INCRESED IN A LIKE AMOUNT, OR AMOUNTS. THE BID BOND SUBMITTED WITH THIS FORM SHALL BE BASED ON THE FULL AMOUNT BID FOR THE WHEEL LOADER 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 _____, 2015, 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 one (1) new 2015 4.1 cu. yd. wheel loader 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 one (1) new 2015 or newer wheel loader with associated equipment, for the sale price of

$_____.

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

_____

_____

_____

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 25th 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 wheel loader 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 wheel loader 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 _____, 2015.

CASCADE COUNTY:

_____
Chairman

ATTEST:

_____
Rina Fontana Moore, Clerk and Recorder

_____
Successful Bidder

SPECIFICATIONS

Please describe all warranties, guarantees, and extended coverage's of the wheel loader including an extended service plan.

Pursuant to the Invitation to Bidders, requesting bids for one (1) new 2015 or newer 4.1 cu. yd wheel loader, the following minimum requirements, or substantially similar equivalents, shall be met:

A. Wheel loader 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 two (2) copies of all operating manuals, and one (1) copy each of the applicable 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 IF THE MACHINES OFFERED CAN MEET THE FOLLOWING MINIMUM DESIRED CONFIGURATIONS. ANY "NO" MUST BE CLARIFIED ON THE EXCEPTIONS TO THE SPECIFICATIONS SHEET (PAGE 18) IF THE BIDDER DESIRES SUPPORT FOR AN ALTERNATE OR SUBSTANTIALLY SIMILAR SPECIFICATION.

MINIMUM SPECIFICATIONS FOR WHEEL LOADER

	YES	NO
GENERAL: Machine operating weight is at least 37,250 lbs.	_____	_____
ENGINE: Engine shall meet EPA Tier 4 interim / EU Stage IIIB compliant.	_____	_____

	YES	NO
6.6L six-cylinder with electronically controlled fuel injection for precise timing. Direct injection turbocharged with waste gate turbocharger.		
Regeneration shall be passive and not require any input from operator or disrupt work.		
Engine power according to ISO 14396 shall be at least 173 hp. Engine power according to ISO 14396 (DIN) shall be at least 175 hp.		
Machine shall have optional cold start package, which adds **two additional 1000 CCA** batteries. (Four 1000 CCA batteries total) Also included shall be a 120V engine block heater and automatic ether starting aid.		
Engine shall be equipped with Diesel Particulate Filter and require no additional fluids beyond Ultra Low Sulfur Diesel fuel for emission compliance.		
Machine shall have automatic idle engine shutdown feature as standard		
Machine shall have a configurable hydraulic reversing demand fan with manual override and on/off switch.		
Machine shall be equipped with Sy-Klone engine pre-cleaner.		
Engine and cooling compartments shall be completely separated.		
Easily accessible ground level Emergency Engine Shutdown switch shall be standard.		
Automatic Electronic Fuel priming pump and fuel/water separator shall be standard. Fuel filters should be replaced as dry and primed automatically to minimize fuel contamination.		
Machine shall use gear driven water and oil pumps.		
-58F degree long life antifreeze		
Deutsche connectors and electrical wire braiding shall ensure that electrical connections resist corrosion and premature wear.		
Engine shall have a high-pressure common rail fuel system with an oil-lubricated pump.		

	YES	NO
Engine shall be manufactured by the equipment manufacture.	_____	_____
POWER TRAIN / TRANSMISSION		
Machine shall have a forward/neutral/reverse switch standard on the implement control joystick.	_____	_____
Machine shall have four forward and four reverse speed ranges with a maximum of 25 mph.	_____	_____
Machine shall have independent control for ground speed and engine RPM	_____	_____
Machine shall have operator-selectable Rim Pull Control feature to minimize tire slop and wear in various ground conditions.	_____	_____
Machine shall have operator-selectable Creeper Control feature to control ground down speed from .6 mph to 8 mph independent of engine RPM.	_____	_____
STEERING		
Steering torque shall be 42,506 ft-lb at 0-degree turn 31,398 ft-lb at 40-degree turn.	_____	_____
BRAKES		
Machine shall feature an electronic park brake switch mounted in operator station on instrument panel.	_____	_____
HYDRAULIC SYSTEM		
Minimum hydraulic output at 1800 engine RPM shall be 50 gal/min.	_____	_____
Maximum working pressure shall be 4,061 psi.	_____	_____
Machine shall have 2 function hydraulic valves with hydraulics (including lines) to add quick coupler assembly in the future.	_____	_____
Hydraulic implement system shall detect when the lift and tilt kick outs approach the setting automatically reducing cylinder velocity to provide a smooth stop.	_____	_____

	YES	NO
AXLES		
Front axle shall contain a means of locking the front differential with a joystick mounted control, without stopping the machine. Axle shall automatically stay locked until equal torque is sensed on both wheels.	_____	_____
Standard open rear axle.	_____	_____
OPERATOR'S STATION		
Cab sound levels shall be a maximum of 68 dB(A) per ANSI/SAE J1166 may 90 procedures to provide maximum operator safety.	_____	_____
Automatic temperature control shall be standard with optional automatic blower a control in deluxe cab.	_____	_____
Fully adjustable fabric air suspension seat with high seat backrest. Self-contained air compressor.	_____	_____
AM/FM radio, CD, weather band, including Bluetooth interface, a microphone and aux inputs for powering MP3 players, etc.	_____	_____
Seat mounted joystick control shall operate both lift and tilt functions. Joystick shall integrate forward/reverse direction switch.	_____	_____
Machine shall have an optional factory installed rear camera system with rear camera fully protected from rear impact damage, and a secondary color LCD screen in the cab with capabilities of enhanced diagnostics, fine machine control adjustments, and detailed system parameters for machine and engine including fuel consumption.	_____	_____
Two (2) **additional** forward facing HID work lights and two (2) **additional** (cab mounted) rear facing halogen work lights.	_____	_____
Machine shall be equipped with programmable in-cab kick outs for lift, lower; rack and dump kick outs with on the fly adjustments at any linkage position.	_____	_____
LOADER LINKAGE / BUCKET		
Machine shall have a parallel lift linkage with a maximum variation from parallel of 9 degrees.	_____	_____
Breakout force shall be no less than 27,571 lbs. (measured 4.0" behind tip of cutting edge with bucket hinge pin as pivot point in accordance with SAE J732C) with 4.1 cu. yd. bucket and bolt-on cutting edge.		

	YES	NO
Static tipping load with 40-degree turn shall be no less than 21,510 lbs. Dump clearance at full lift and 45-degree discharge. Two 18" square section of harden plates shall be welded on the bottom of the bucket at the heal end of the bucket. The plates will have a minimum rating of 60 Rockwell and the 18" squares shall be centered at the heel in line with the bucket pivot arm plates. The outer and inner bucket sides should be hard-faced with parallel welds with wire rated at 60 Rockwell.	_____	_____
Pin-On 4.1 cu. yd sand & gravel bucket with bolt-on cutting edge, 108" wide.	_____	_____
TIRES / WHEELS		
20.5-R25 radial, Michelin Snow Plus X tires.	_____	_____
OPTIONS		
Ride Control	_____	_____
882 lbs. counterweight.	_____	_____
Rotating Warning Beacon.	_____	_____
Non-metallic front and rear roading fenders.	_____	_____
Cab front and rear sun visors.	_____	_____
Lower powertrain guard (transmission protection), crankcase guard (engine protection), and driveshaft guard.	_____	_____
DELIVERY:		
Maximum delivery time shall be 120 days from date of order. Failure to meet delivery time shall constitute forfeiture of bid bond. Unit to be delivered to Cascade County Public Works Department, Great Falls, Montana.	_____	_____
SERVICE:		
Nearest full service facility offering 24 hour parts and service response with certified field service technicians to perform service on specific brand of machine located within 100 miles of Cascade County Public Works Facility.	_____	_____
Dealer provides their own oil sampling and interpretation service.	_____	_____

Please list the name and phone numbers of four (4) owners that can be contacted for exact model version bid for references.

EXCEPTIONS TO THE SPECIFICATIONS

Please list below any exceptions to the specifications listed above or you may attach an additional sheet if necessary.

WARRANTY & AVAILABILITY GUARANTEE

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

A full machine warranty, including parts and labor for required repairs, for a period of five (5) years or five thousand (5,000) hours of operation from date of delivery, whichever occurs first.

Warranty repairs will be provided during regular working hours. If the County requests that work be done outside of regular working hours, which results in overtime, the County will pay the differential between regular time and overtime wage. Lodging, meals, travel time, parts, freight and any transportation of units between County and seller will be at seller's expense.

County will provide seller with Scheduled Oil Sampling for analysis from date of delivery.

Annual machine inspections and adjustments, as prescribed in the maintenance guides, shall be performed in the field (County's location), unless prior more convenient arrangements are made.

95% Guaranteed Machine Availability. Bidder guarantees that the machine shall be operable and available for use by the County for at least 95% of the County's work year, which shall be calculated based on a 2080 hour work year. After any continuous downtime, which exceeds 40 work week hours, Seller shall provide County with a replacement machine that is comparable to the wheel loader purchased under this bid proposal. If seller fails to provide County with a comparable replacement machine, County shall charge seller with an hourly assessment of $60.00 per hour for any downtime in excess of 5% of the work year; such assessment shall be made on the anniversary date of delivery.

County shall make the machines available for repairs and inspection upon reasonable request and notice by the successful bidder.

MACHINE FUEL CONSUMPTION DATA

Fuel consumption ..... **_____gal/hr.**

(Please do not enter in a range)

Machine fuel consumption gal/hr figure must be backed up by providing written regional fuel consumption results data from like machines. Data must be actual numbers / results retrieved from like machine via a gps or cellular link.

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.*****