

INVITATION TO BID

FOR

Mini-Excavator

Lakewood Water District

Lakewood Water District
11900 Gravelly Lake Drive
PO Box 99729
Lakewood WA 98496-0729
253/588-4423

January 2015

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INVITATION TO BID

Sealed bids will be received by Lakewood Water District (“District”) until 2 p.m. on February 10, 2015, at the office of Lakewood Water District located at 11900 Gravelly Lake Drive SW, Lakewood, Washington, 98499, for the following equipment purchase: **ONE (1) MINI-EXCAVATOR AND RELATED EQUIPMENT**. Bids received after such time and date will not be considered. No Bidder may withdraw a Bid after the deadline for the submittal of bids. Bids properly received will be publicly opened and read at the Lakewood Water District following the deadline for the submission of bids.

The equipment to be purchased under this Contract includes all the equipment described in the specifications, bid and contract documents (collectively the “Contract Documents”).

Bids shall be submitted in accordance with the Contract Documents. Bids shall constitute offers to Lakewood Water District which shall be binding for thirty (30) days from the date of bid opening. Lakewood Water District reserves the right to reject any bid, any portion of any bid and/or to reject all bids. Lakewood Water District further reserves the right, but without obligation, to waive informalities and irregularities. **No bid will be considered unless accompanied by a bid guaranty (certified or cashier's check, surety bond, or postal money order) payable to Lakewood Water District in an amount not less than five percent (5%) of the Bid.**

Bid Specifications and Contract Documents may be obtained at the Lakewood Water District website at www.lakewood-water-dist.org or at the office at the address above.

Bids will be evaluated based on capital cost, operational cost, and operation and maintenance requirements for the equipment. The District reserves the right to award the equipment purchase contract (“Purchase Contract”) to the lowest responsive, responsible bidder as it best serves the interest of the District. The Bidder to whom the Purchase Contract is awarded shall execute and return the Contract to the District within ten (10) calendar days from the date the Notice of Award is mailed to the Bidder. In case of failure of the Bidder to execute the Contract, the Bidder shall be in default, the Bid Bond shall be forfeit to the District and the District shall have the right to award the Purchase Contract to the next lowest responsive, responsible Bidder.

Questions regarding Bid Specifications, Contract Documents, or this invitation to bid may be directed to Ian Black at the Lakewood Water District at 253-588-4423 or iblack@lakewood-water-dist.org. A bidder may be required to submit a question in writing. No oral responses to questions by District personnel about the bid will be binding on the District.

Greg J. Rediske, Secretary, Board of Commissioners

Published: January 27, 2015

END OF SECTION

BID GUARANTY

Enclosed is a certified check, cashier's check, bid bond or postal money order in the amount of \$ _____, as a bid guaranty which amount is not less than five percent (5%) of the Bid for the **one (1) MINI-EXCAVATOR AND RELATED EQUIPMENT.**

SIGN HERE: _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, _____ as Principal, and, _____ as Surety, are held firmly bound unto Lakewood Water District, Pierce County, Washington, as Obligee, in the penal sum of five percent (5%) of the total amount of the bid for one (1) Mini-Excavator and Related Equipment, this sum not to exceed Five Percent of Amount Bid Dollars, (\$5% of Amount Bid), of lawful money of the United States, 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 one (1) Mini-Excavator and Related Equipment Purchase Contract, according to the terms of the Proposal or Bid made by the Principal therefore, and if the Principal shall duly make and enter into the Contract with the Obligee in accordance with the terms of said Proposal or Bid and award; 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 _____, 2015.

Principal

Surety

By: _____
Attorney-in-Fact

BID

**TO: Lakewood Water District
(District or Owner):**

FROM: Bidder: _____ :

1. GENERAL

The undersigned Bidder, having reviewed the Invitation to Bid and Technical Specifications for one (1) Mini-Excavator and Related Equipment purchase, and being familiar with the Contract Documents, hereby proposes and agrees, if this bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to provide the equipment as specified or indicated in the Contract Documents and within the contract time indicated in this bid and in accordance with the Contract Documents for an amount computed upon the basis of the equipment to be provided at the following prices.

2. BID SCHEDULE

The Owner reserves the right to purchase one (1) Mini-Excavator and Related Equipment, subject to the completion and delivery schedule set forth below.

The District will be trading in a 2007 John Deere 310J backhoe at the trade-in value stipulated below. To view trade-in equipment, please contact Ian Black at 253/588-4423 or iblack@lakewood-water-dist.org.

Note: Bid prices for all items, all extensions and total amount of Bid must be shown below. **Show bid amounts in both figures and words; where a conflict occurs, the written words shall control.**

Bid Item	Description	Price
1.	One (1) Mini-Excavator and Related Equipment (to be delivered by the ____ day of _____, 2015) _____	\$ _____
	(Price in words)	
	Trade-in allowance for 2007 John Deere 310J Backhoe	<u>28,500.00</u>
		Subtotal
	WASHINGTON STATE SALES TAX @ 9.4%	\$ _____

TOTAL NET BID PRICE IS (Total of Bid, including tax and delivery) \$ _____

The Total Amount Bid in words is _____ Dollars and _____ cents, including Washington State Sales Tax.

Bid prices above are to include any applicable sales tax and shipping F.O.B. Lakewood, Washington.

3. COMPLETION TIME

Bidder proposes and agrees, if awarded the Purchase Contract, to provide and deliver to the Owner (1) Mini-Excavator and Related Equipment which is the subject of the Bid within 60 Days after the effective date of the Notice of Award of the Contract and as specified in the contract documents.

Bidder accepts the provisions of the Purchase Contract as to liquidated damages in the event of failure to provide and deliver the Equipment on time.

4. ADDENDA

Bidder has examined copies of all the Contract Documents and acknowledges receipt of the following addenda:

Addendum No. Date of Receipt and Acknowledgement

1. _____
2. _____

5. This Bid is submitted on and by:

Name of Bidder: _____

Signature: _____

Name (Print): _____

Title: _____

Date: _____

Bidder is a Corporation _____
Partnership _____
Joint Venture _____
Limited Liability Company _____

Address of Bidder: _____

Telephone No.: _____

Fax No.: _____

Labor and Industries Account No.: _____

6. REFERENCES

Bidder must provide three (3) references in the Puget Sound area that have recently purchased the Bidder's current "base" model of One (1) Mini-Excavator and Related Equipment, including name, telephone number and address.

7. COMPLIANCE WITH SPECIFICATIONS

The proposed equipment must fully comply with the attached Technical Specifications to qualify as a responsive bid. Bidder must list, in the space provided below, all deviations and substitutions or proposed "as equal" component to the specifications which are included with this Bid. Bidder may attach additional information or pages in order to comply with this requirement.

A completed list of proposed deviations and substitutions will be required to enable the Owner to evaluate whether the proposed items comply with the requirements of the specifications, to be determined by the Owner in the Owner's sole discretion.

END OF SECTION

EQUIPMENT PURCHASE CONTRACT

This Agreement (“Agreement”) is made and entered into this ___ day of _____, 2015, between Lakewood Water District, a municipal corporation (“District” or “Owner”) and Pape Machinery Inc. (“Vendor”) (individually a “Party” and collectively “Parties”).

RECITAL

WHEREAS, the District desires to purchase and Vendor desires to sell, the equipment (“Equipment”) described in the Bid and Technical Specifications and incorporated herein by this reference (“Bid”) on the terms and conditions stated in this Agreement below.

AGREEMENT

In consideration of the terms and conditions set forth in this Agreement, the District and Vendor agree as follows:

1. Purchase and Sale of Equipment. The District shall purchase from Vendor and Vendor shall sell, furnish and deliver to the District the Equipment in accordance with the terms and conditions of the Bid. If any term or condition stated in the Bid conflicts with a provision in this Agreement, the provision in this Agreement shall control. Vendor shall deliver the Equipment to the District at the location specified in writing by the District.

2. Purchase Price. The District shall pay Vendor the amount stated in the Bid for the Equipment including applicable Washington State sales tax (“Equipment Cost”). The Equipment Cost includes all costs associated with the Equipment, as described in the Bid, including but not limited to labor, materials, freight, overhead, administrative, and permit and regulatory costs, unless otherwise agreed in advance in writing. Vendor shall make sales tax and other tax payments to the State as provided by statute.

3. Supply Deadline/Liquidated Damages. Vendor agrees to complete all requirements of the Bid and deliver (1) Mini-Excavator and Related Equipment to the District no later than 60 days after the effective date of the Notice of Award of the Contract and as specified in the contract documents (the "Delivery Date"). If the Equipment is not delivered by the delivery deadline in this section then, because of the difficulty in computing the actual damages to the District arising from any delay in providing the Equipment, the Parties determine in advance and agree that the Vendor shall pay the District as liquidated damages for delay (but not as a penalty) the amount of \$200 per calendar day for each day after Delivery Date until the Equipment is delivered. The Parties agree that such amount represents a reasonable forecast of the actual damages that the District will suffer by failure of the Vendor to deliver the Equipment to the District within the agreed time. The execution of this Agreement constitutes acknowledgement by the Vendor that Vendor has ascertained and agrees that the District will actually suffer damages in the amount herein fixed.

4. Vendor’s Responsibilities. Vendor shall provide and bear the expense of all equipment, materials, and labor that may be required for the furnishing and delivery of the Equipment provided for in this Agreement, unless otherwise provided in the specifications for the Bid.

5. Payment Terms. Upon delivery of the Equipment, Vendor shall invoice the District for the Equipment Cost in the amount of the Bid awarded. The District shall pay Vendor for the Equipment within 45 days of the date of the invoice.

6. Warranty. In addition to all Vendor supplied warranties, Vendor shall warrant and guarantee the Equipment as set forth in the warranty to be negotiated with the successful bidder prior to notice of award of the bid; at a minimum the Vendor shall warrant the Equipment to be free of defects in workmanship and material for at least if not more than a period of one (1) year after the District's receipt and acceptance of the Equipment. Vendor shall correct all defects in workmanship and materials occurring within one (1) year from the date of the District's receipt and acceptance of the Equipment at Vendor's expense. When defects are corrected, the warranty for that portion of the Equipment shall extend for an additional one year from the date such correction is completed and accepted by the District. Vendor shall begin to correct any defects within 10 days of notice from the District of the defect. If Vendor fails to perform the corrective work within 30 days of such notice, the District may complete the correction and Vendor shall pay all costs incurred by the District to perform the correction.

7. Termination. The District shall have the right to terminate this Agreement for public convenience or good cause. "Good cause" shall include, but is not limited to, any one or more of the following events: (a) Vendor's failure to provide the Equipment within the time specified in this Agreement; (b) Vendor's failure to comply with any federal, state, or local laws, regulations, rules or ordinances; or (c) Vendor's filing for bankruptcy or being adjudged bankrupt.

8. Attorneys' Fees. In the event that either Party to this Agreement shall file or commence a legal action to resolve a dispute between the Parties arising from this Agreement, the prevailing party in such action shall be entitled to recover reasonable attorneys' fees and costs, including any fees and costs incurred in an appeal.

9. Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements and understandings of the Parties with respect to the subject matter hereof. No modification or amendment of this Agreement shall be binding and enforceable on the Parties unless executed in writing by the Parties.

10. Governing Law; Jurisdiction. This Agreement shall be construed in accordance with, and governed by, the laws of the State of Washington. The Parties agree that any legal action or proceeding arising out of or relating to this Agreement shall be filed in the Superior Court of Pierce County, Washington.

Lakewood Water District

VENDOR

By: _____
Its: _____

By: _____
Its: _____

END OF SECTION

TECHNICAL SPECIFICATIONS FOR ONE (1) MINI-EXCAVATOR AND RELATED EQUIPMENT;

The Mini-Excavator and Related Equipment shall be used in the maintenance and operations of the District's water utility systems.

The proposed equipment shall meet or exceed the following details, standards and specifications:

Tail swing radius not to exceed 4' 8"
Enclosed Cab with Heater and A/C
Counterweight
Rubber Tracks
Lights on Cab and Boom
Installed Window Guard Bolt Kit on Cab for Safety Window
Secondary Auxiliary Hydraulics lines on boom to run Mower, breaker and Thumb
EPA Final tier 4 Minimum 53 Horsepower @ 2000 rpm
Minimum Operating weight, 13,500 Lb.
Max. Digging Depth, 12 ft.
Max. Digging Reach, 20 ft.
Auxiliary Hydraulics with Minimum 24 GPM
24" Bucket
Blade, Straight
Hydraulic Thumb to be operated from right-hand controller
Hour meter
Travel Alarm
Mechanical Quick Coupler needs to connect to the District's Attachments, (JD OEM Coupler)
48" Clean-out Bucket
BTI BX8 Hydraulic Breaker
Helac Powertilt Attachment
New 2014 Towmaster T-14DT Tilt Deck Trailer Equipped as follows:
14,000# Payload Capacity
16' Tilt Deck with a 4' Stationary
8' 6" Width
Pintle or Ball Hitch
Electric Brakes

END OF SECTION

		Bid specifications for Deere 60G Compact Excavator or equivalent
Compliance		
		Engine
yes ___	no ___	Engine must be certified to EPA Final Tier 4/EU Stage IV emissions
yes ___	no ___	The excavator engine power will be rated at no less than 53 hp (39.6 kw)
yes ___	no ___	Engine displacement shall be no less than 203 cu in (3.3 L)
yes ___	no ___	Service interval for the engine oil, oil and fuel filters shall be at 500 hours to reduce operating and maintenance costs
yes ___	no ___	The fuel and hydraulic filters shall be vertically mounted to help prevent spills
yes ___	no ___	The operator will be able to choose an engine rpm for operating conditions, using a an electronic rotary dial system or equivalent
		The excavator shall have two power modes, one for general digging and one for lighter digging and improved fuel economy
yes ___	no ___	When the control levers are in neutral, the engine speed shall automatically change to idle (after a delay) to save fuel and reduce emissions and noise
yes ___	no ___	The fuel filter will have a water separator
yes ___	no ___	The engine shall be equipped with glow plug start aids
yes ___	no ___	Engine shall be capable of auto-shutdown with adjustable delay periods to conserve fuel
		Cooling
yes ___	no ___	A coolant recovery tank will be standard with visible coolant level
yes ___	no ___	Unit shall have a fan-guard
		Power Train
yes ___	no ___	Two speed propel will be standard with auto-shifting when travel motors encounter heavier load. A switch will be provided to lock the machine into low speed propel
yes ___	no ___	In high speed, the machine shall reach 3.0 mph (4.8 km/h) to improve job site maneuverability
yes ___	no ___	The swing speed shall be at least 9.5 rpm
yes ___	no ___	The swing brake shall be automatic, spring applied, hydraulically released and maintenance free.
yes ___	no ___	The propel brake shall be automatic, spring applied, hydraulically released and maintenance free.
		Hydraulic System
yes ___	no ___	The hydraulic system will be closed center load sensing with one variable displacement pump
yes ___	no ___	The pump flow rate shall be at least 38.0 gpm (144 L/m)
yes ___	no ___	The auxiliary pump flow shall be at least 23.1gpm (87.4 L/m)
yes ___	no ___	The controls shall be hydraulic, pilot operated for boom, arm, bucket, swing, boom-swing, blade, travel and auxiliary functions.
yes ___	no ___	The hydraulic oil tank will have an oil level sight gauge for fast and easy monitoring
yes ___	no ___	For hose/tube connections on the boom, a covering shall cover the joint to minimize leak spray
yes ___	no ___	Hydraulic oil change will have a service interval of at least 2000 hours

		Bid specifications for Deere 60G Compact Excavator or equivalent
Compliance		
yes ___	no ___	A control pattern changer valve will be provided (excavator to backhoe control)
yes ___	no ___	Auxiliary hydraulics with convenient flat face quick couplers
Electrical		
yes ___	no ___	The alternator shall be rated at 55 amps, 12 volts
Undercarriage		
yes ___	no ___	The steel core will have curved ends to protect the rubber shoe edge from damage even when riding on curbs
yes ___	no ___	The width of the rubber track shall be at least 16 in (400 mm)
yes ___	no ___	Ground pressure with Standard Arm, Canopy, rubber track and Standard Counterweight shall be no more than 5.12 psi (35 kPa)
yes ___	no ___	Track ground contact with rubber track shall be no less than 6 ft 6 in (1.99 m)
yes ___	no ___	Track tension will be maintained without special tools, using common tools like grease gun and wrench.
Upper structure		
yes ___	no ___	The upper structure will be capable of a 360 degree rotation
yes ___	no ___	The swing boom to the left shall be no less than 80 degrees
yes ___	no ___	The swing boom to the right shall be no less than 60 degrees
yes ___	no ___	The boom cylinder shall be protected with a guard to reduce the likelihood of cylinder damage
yes ___	no ___	The swing post will have a single pin to improve the stiffness in the boom and arm.
Front Attachments		
yes ___	no ___	The standard boom shall be no less than 9 ft. 9 in. (2.965 m)
yes ___	no ___	The standard arm shall be no less than 4 ft 11 in (1500 mm)
yes ___	no ___	The long arm option will provide an additional 14 in (350 mm) dig depth and 11 in (330 mm) reach.
yes ___	no ___	The bushings will be oil-impregnated to enhance durability and extend grease intervals to 500 hours for the arm-and-boom joint, and 100 hours for the bucket.
yes ___	no ___	The backfill blade will be as wide as the tracks
yes ___	no ___	The backfill blade digging depth shall be no less than 15 in (370 mm) drop below ground.
yes ___	no ___	The backfill blade lift shall be no less than 18 in (460 mm) above ground
yes ___	no ___	The backfill blade height shall be at least 16 in (420 mm)
yes ___	no ___	Mechanical wedge style bucket coupler shall be provided to make bucket changing easier
Operator's Station		
yes ___	no ___	The operator structure shall meet ROPS/TOPS/FOPS standards
yes ___	no ___	The operator station will be mounted on shock-absorbing rubber mounts to ensure comfortable operation
yes ___	no ___	When not in use, the foot pedals shall be foldable to provide additional foot room
yes ___	no ___	2 in (51 mm) Retractable seat belt shall be provided

Bid specifications for Deere 60G Compact Excavator or equivalent		
Compliance		
yes ___	no ___	The monitor shall have gauges to display the coolant temperature and fuel level.
yes ___	no ___	The monitor will have the following indicators: engine oil pressure; engine coolant temperature; engine preheat; low fuel; alternator voltage.
yes ___	no ___	An hour meter shall be on the monitor in the operator's station.
yes ___	no ___	The monitor shall include two trip meters that can be set independently of each other for service or job related hours
yes ___	no ___	Adjustable arm rests will be standard
yes ___	no ___	A cup holder will be provided
yes ___	no ___	A storage compartment in the operator's station shall be provided for the operator's manual
yes ___	no ___	A 12 -volt auxiliary power port shall be standard
yes ___	no ___	The seat will be adjustable forward and back.
yes ___	no ___	A horn will be standard
yes ___	no ___	A motion alarm with cancel switch will be standard.
General Specifications		
yes ___	no ___	The operating weight with standard arm, canopy, and standard counterweight shall be approximately 13,547 lbs (6145 kg)
yes ___	no ___	The digging depth with standard arm shall be no less than 12 ft 4 in (3.77 m)
yes ___	no ___	Digging reach with standard arm shall be no less than 20 ft 5 in (6.23 m)
yes ___	no ___	The maximum dumping height shall be no less than 13 ft 8 in (4.17 m)
yes ___	no ___	The maximum transport length shall be 18 ft 11 in (5.76 m) and the transport width shall be no more than 6 ft 7 in (2.00 m)
yes ___	no ___	The bucket breakout force shall be no less than 9,237 lb (41.1 kN)
yes ___	no ___	The arm breakout force with standard arm shall be no less than 6,989 lb (31.1kN)
yes ___	no ___	The ground clearance under the excavator shall be at least 13 in (340 mm)
yes ___	no ___	The undercarriage X-beams and track frames shall be sloped to shed material buildup for easier clean-out.
yes ___	no ___	All service checks shall be easily accessible without using tools to open covers.
yes ___	no ___	The floor can be tilted for easy, quick servicing without disconnecting hoses or draining fluid.

Updated July 2013