

INVITATION FOR BID NOTICE ISSUED: [01-03-2008](#)

COUNTY OF JEFFERSON, MISSOURI

Department of Administration
729 Maple Street
PO Box 100
Hillsboro, MO 63050
www.jeffcomo.org
636-797-5382

SPECIFICATION CONTACT
WILLIAM KOEHRER
Director of Public Works
636-797-5369

INVITATION FOR BID

FOUR WHEEL DRIVE BACKHOE - LOADER

BIDS SHALL BE ACCEPTED UNTIL:

TUESDAY, FEBRUARY 5, 2008, at 2:00 p.m. local time.

Thereafter, bids shall be opened in the County Commission Assembly Room.

THREE (3) COMPLETE COPIES OF SEALED BIDS MUST BE DELIVERED TO:

**Office of the County Clerk
Wes Wagner (636) 797-5478
County of Jefferson, Missouri
729 Maple Street
Hillsboro, MO 63050**

The outside of the envelope must contain the vendor's name, address and the following language:

SEALED BID FOR: FOUR WHEEL DRIVE BACKHOE - LOADER

SUBMITTED BIDS ARE SUBJECT TO THE TERMS AND CONDITIONS OF THIS INVITATION FOR BID AND SPECIFICATIONS.

The Agreement/Contract term is from:

03-01-2008 through 02-28-2009.

The undersigned certifies that he/she has the authority to bind this company in an agreement/contract to supply the commodity or service in accordance with all terms, conditions, and pricing specified. Prices are firm during this agreement term, unless agreed upon in writing by the County. The County has the option to renew this agreement at the same terms and conditions as the original agreement for one additional one-year term with the written consent of the successful bidder. Price increases for renewals are not authorized unless approved in writing by the County.

_____	_____
Company Name	Authorized Agent (Print)
_____	_____
Address	Signature
_____	_____
City/State/Zip Code	Title
_____	_____
Telephone #	Date Tax ID #
_____	_____
E-mail	Fax #
_____	_____

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1.0 BID REQUIREMENTS

Bidder shall initial all pages and return where the Bid Document denotes “BIDDER”S INITIALS: _____”

1.1 BID SUBMISSION:

Submit bid form in triplicate (three copies) with specification pages, if applicable. No facsimile bids shall be accepted and shall be rejected. The Vendor prior to the submission dead line as stated on page 1 must submit all bids. Late bids will not be accepted and returned to the vendor unopened. The County reserves the right to request additional written or oral information from Respondents in order to obtain clarification.

1.2 BASIS OF BID AWARD:

Award may be made on an item-by-item basis to the lowest and best bidder(s) or award may be made to the lowest and best bid total, whichever provides the greatest value to the County from the standpoint of suitability to purpose, quality, service, previous experience, price, ability to deliver, or any other reason deemed to be in the best interest of the County. Quantities stated herein represent an estimate for the period stated. Orders shall be placed for actual requirements as needed. The County may reject any or all bids for any reason and may waive any informality. Bids submitted from a Missouri State Contract shall include a copy of the State Contract with the bid. Bid award does not constitute an order or obligation to order by the County. The issuance of a Purchase Order Number shall be construed as acceptance of a Contract with all terms, conditions, and prices firm during the length of the agreement terms.

1.3 BID AWARD:

It is further agreed that the Contract shall not be valid and binding upon the County until approved by the County Counselor, as to legal form and is subject to the Resolutions and Orders of the County of Jefferson, Missouri, and State and Federal Law. If no Bid or Bids have been awarded by the County Commission within thirty (30) days following the opening of the bids then all bids will be deemed Rejected.

1.4 BID PREPARATION:

1. Bidders are responsible for examination of drawings, specifications, schedules and instructions. Failure to do so will be at the bidder's risk..
2. Each bidder shall furnish the information required by the invitation. The bidder shall sign all required documents. All deletions and erasures shall be initialed
3. Alternate bids for supplies or services other than specified shall not be considered unless authorized by invitation.
4. Bidder shall state a definite time for delivery of goods or for performance of services unless otherwise specified in the invitation for bid.
5. When specified, samples must be timely submitted and at no expense to the County.
6. Failure to adhere to all requirements may result in the response being disqualified as non-responsive.

1.5 MODIFICATION OR WITHDRAWAL OF BIDS:

Bids may be modified or withdrawn prior to the exact hour and date specified for receipt of bids, provided the modification or withdrawal is in writing and is delivered in the same manner as a bid submission.

1.6 LATE BIDS:

It is the responsibility of the bidder to deliver his bid or bid modification on or before the date and time of the bid closing to the Office of the County Clerk. Bids received late will be rejected and returned unopened to the bidder.

1.7 BID DEPOSITS:

Bid Deposits are not required unless specified in the specifications.

1.8 MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, product schedules and other pertinent data prior to submission of bid and delivery time. It is the responsibility of the bidder to notify the County immediately if the materials specified are discontinued, replaced, or not available for an extended period of time. All materials ordered by the County, shall be as needed. A sample of materials may be requested.

1.9 ALTERNATE BIDS:

Alternate Bids for items will be accepted except when stated “**NO SUBSTITUTIONS**”. Bidders must submit complete specifications on all alternate bids with the bid form. Alternate bids without complete specifications may be rejected. Alternate bids and exceptions to bid clauses must be clearly noted on the bid form. The County may accept or reject alternate bids; whatever is most advantageous to the County.

1.10 INCORPORATION OF DOCUMENTS:

The terms of the Bid Invitation, Bid Specifications, Bid Form are incorporated into the contract as if fully setout therein.

1.11 ADDENDA:

Addenda to bid specifications are incorporated by reference as if fully setout herein. It is the responsibility of the vendor to insure and verify that they are in receipt of and completed all attached addenda's prior to submission of bid forms. Verification is made by contacting the Office of Contracts, Grants, and Special Projects at (636) 797-5382, or by reviewing the County Web Site. (www.jeffcomo.org).

1.12 INSURANCE:

The Vendor/Contractor shall purchase and maintain in force, with an insurance company licensed to do business in the State of Missouri, at it's own expense, such insurance as will protect the Vendor/Contractor from claims which may arise out of or result from the Vendor/Contractor's execution of the work, whether such execution be by himself, his employees, agents, or by anyone for whose acts any of them may be liable. If any such work covered by the Contract is to be performed on County owned or leased premises, the Vendor agrees to carry liability and workman's compensation insurance, satisfactory to the County, and to indemnify the County against all liability, loss, and damage arising out of any injuries to persons and property caused by the Vendor, his sub-contractors, employees or agents. The insurance coverage shall be such as to fully protect the County and the general public from any and all claims for injury and damage resulting by any actions on the part of the Vendor/Contractor or its' forces as enumerated above. All policies must name the County as an additional insured and provide for thirty (30) days written prior to any material changes or cancellation.

THE COUNTY REQUIRES ORIGINAL CERTIFICATES OF INSURANCE BEFORE THE CONTRACT IS AWARDED.

A. Required () Not Required **Comprehensive General Liability Insurance**

The Vendor/Contractor shall maintain and keep in force of this Contract such comprehensive general liability insurance as shall protect them from claims which may arise from operations under this Contract, whether such operations be by themselves or by anyone directly or indirectly employed by them. The amounts of insurance shall be not less than \$1,000,000.00 combined single limit for any one occurrence covering both bodily injury and property damage, including accidental death.

B. Required () Not Required **Professional Liability Insurance**

The Vendor/Contractor shall provide the County with proof of Professional Liability Insurance, which shall protect the County against any and all claims, which might arise as a result of the operation of the Vendor/Contractor in fulfilling the terms of this Contract during the life of the Contract. The minimum amounts of such insurance will be \$1,000,000.00. Should any work be subcontracted, these limits will also apply.

C. Required () Not Required **Worker's Compensation Insurance:**
per Missouri Revised Statutes Chapter 287

The Vendor/Contractor shall maintain and keep in force of this Contract such worker's compensation insurance limits as required by the statues of the State of Missouri and Employer's Liability with limits no less than \$500,000.00.

1.13 BID SUBMISSIONS

Bids submitted on separate forms are NOT acceptable unless specified in the Bid Document. Failure to complete bid forms to the satisfaction of the County may result in rejection of your bid. It is the responsibility of each bidder before submitting a bid to examine ALL documents thoroughly, and request written or oral interpretation of clarifications soon after discovering any conflicts, ambiguities, errors, or omissions in the bidding documents. Request for clarification must be received prior to bid openings.

1.14 BID OPENINGS

Bids will be publicly opened and read aloud at the time indicated on page 1. The bidders and the public are invited but not required to attend the formal opening of the bids. No decisions relating to the award of a contract or agreement will be made at the opening.

1.15 BID TABULATIONS

Bid Tabulations are not available for 5 to 7 business days following the Bid Opening. Bid tabulations are open for public review at the time of the Bid Opening or are available for review in the Office of Contracts, Grants, and Special Projects. **NO COPIES** of bid tabulations are sent to vendors.

2.0 BID RESPONSE AND CONTRACT

2.1 BIDDER REPRESENTATIONS:

The Bidder, by executing the Bid form certifies that:

- A. The bid complies with Invitation for Bid form and Bid Specifications.
- B. Bidder is not debarred or suspended from participation in Federal Assistance programs.

2.3 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION:

- A. The prices in the bid shall be independently determined, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to price with any bidder or other person.
- B. Unless otherwise required by law, the prices shall not have been knowingly disclosed by the bidder prior to opening.
- C. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a bid.

2.4 PRICE:

The price(s) specified in this bid shall be firm and not subject to contingency or reservation. If the Vendor fails to honor stated prices as submitted in the Bid Form or Contract, the County reserves the right to obtain the same items from the next lower vendor who submitted a bid price for the item. The original vendor shall be responsible for the difference in price and required to make restitution to the County for the difference in price. The bidder represents prices specified in the bid do not exceed current selling price for the same or substantially similar good or service, and are the same as or lower than other prices charged to the bidder's most favored customer. In the event the stated prices are determined to be higher than the prices for which Supplier has sold the items, or services, to others, this contract price shall be reduced accordingly. **Bid prices are ALL INCLUSIVE: (Shipping, Handling, Delivery, and Assembly to locations specified by the County). Prices shall be firm for ALL County departments and locations for term of the agreement.**

2.5 MISSOURI DOMESTIC PRODUCT PROCUREMENT ACT:

Bidder represents that the goods provided comply with Sections 34.350 to 34.359, RSMo, known as the Domestic Product Procurement Act. The Act encourages the purchase of products manufactured or produced in the United States, State of Missouri, and County of Jefferson, Missouri. Bidder shall include proof of compliance with the Act with the bid when requested.

2.6 DEFINITIONS:

- A. The term "County" means the County of Jefferson, Missouri and its designated representatives.
- B. The term "Vendor" means Supplier, Contractor, and Seller and includes designated representatives.
- C. The term "IFB" means Invitation for Bid.
- D. The term "Agreement/Contract" means Binding Agreement, Contract, Request for Purchase, Order.

2.7 INSPECTION, ACCEPTANCE AND APPROVALS:

Goods shall at all times and places, including the period of manufacture, are subject to inspection and test by County. County will accept or give notice of rejection of goods delivered within a reasonable time after receipt. Acceptance shall not waive any warranty. All goods supplied are subject to final inspection and acceptance by County notwithstanding payment, prior inspections or approvals. County may require prompt replacement or correction of rejected goods at Supplier's expense, including a reduction in price for rejected goods. Supplier shall not resubmit rejected goods to County without prior written approval and instructions from County. In addition, Supplier shall identify resubmitted goods as previously rejected. Supplier shall provide and maintain a quality assurance and control system acceptable to County.

2.8 WARRANTY:

Unless otherwise agreed to in writing by the parties, Supplier warrants that items ordered to specifications will conform thereto and to any drawings, samples or other descriptions furnished or adopted by County, or, if not ordered to specifications will be fit and sufficient for the purpose intended, and that all items will be new, merchantable, of good material and workmanship, and free from defect. Such warranties, together with Supplier's service warranties and guarantees, if any, shall survive inspection, test, acceptance of, and payment for the items and shall run to County and its assigns. Except for latent defects, the County shall give notice of any nonconformity to the Supplier within one (1) year after acceptance. County may

return for credit or require prompt correction or replacement of the defective or non-conforming goods or have the defective good corrected or replaced at Supplier's expense. Return to Supplier of any defective or non-conforming goods and delivery to County of any corrected or replaced goods shall be at Supplier's expense. Defective or non-conforming items shall not be corrected or replaced without written authorization by County. Goods required to be corrected or replaced shall be subject to the provisions of this clause and the clause hereof entitled "Inspection, Acceptance and Approvals" in the same manner and to the same extent as goods originally delivered under this contract.

2.9 PAYMENT:

County will pay Supplier for goods upon delivery to, submission of certified invoices and acceptance. The County will not be responsible for articles or services furnished without a purchase order. Price is tax-exempt.

2.10 CHANGE ORDER:

County may make changes within the general scope of this contract. If any such changes cause an increase or decrease in the cost of or the time required for the performance of any part of the work, whether changed or not changed by any such order, an equitable adjustment shall be made in the price or delivery schedule or both, and any change order shall be in writing. Any claim by a Supplier for adjustment under this clause shall be asserted within fifteen (15) days from the date of receipt of this written order directing the change, provided, however, County, if it decides that the facts justify such action, may receive and act upon such claim asserted at any time prior to final payment.

2.11 DELIVERIES:

Deliveries shall be made in strict accordance with any delivery schedule contained in the bid specification or contract and in the exact quantity ordered. Failure to adhere to delivery schedule is reason for termination in accordance with the "termination" clause. Deliveries are to be made at locations specified by the County at time of Order.

2.12 RESPONSIBILITY FOR SUPPLIES:

Pursuant to Section 290.560 RSMo, Supplier/Contractor shall employ only Missouri laborers and laborers from nonrestrictive states except that other laborers may be used when Missouri laborers or laborers from nonrestrictive states are not available, or are incapable of performing the particular type of work involved, if so certified by the contractor and approved by the County. Except as otherwise provided, Supplier shall be responsible and bear all risks for loss and damage to goods until delivery at County's facilities, regardless of F.O.B. point, point of inspection or acceptance; and if the goods are rejected.

2.13 SUBCONTRACTS:

Supplier shall not enter into any subcontract(s) in excess of \$25,000 or 20% of this contract price; whichever is less, for any goods without County's prior written approval.

2.14 CHOICE OF LAW:

This bid and contract shall be governed and interpreted according to the laws of the State of Missouri. Venue for any court action shall be in Jefferson County, Missouri.

2.15 TERMINATION:

- A. General: Performance of work may be terminated by the County in whole, or from time to time in part, whenever County shall determine that such termination is in the best interests of County with a thirty (30) day written notice. The Vendor may terminate the Agreement/Contract upon a sixty (60) day prior notice in writing. In the event of any termination of the Agreement/Contract by the Vendor, the County may purchase such supplies and/or services similar to those terminated and for the duration of the Agreement/Contract period the Vendor will be liable for all costs in excess of the established contract pricing.
- B. Bankruptcy or Insolvency: In the event bankruptcy proceedings are commenced by or against Supplier or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, County shall be entitled to terminate without further cost or liability. The County may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.
- C. Default: County may terminate the whole Contract or any part in either of the following circumstances:
 - C-1. If supplier fails to deliver the items required by the contract within the time specified; or
 - C-2. If supplier fails to perform any of the other provisions of the contract, or so fails to make progress as to endanger performance of the contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days after notice from County specifying such failure.

In the event of termination under subparagraph 1, County shall have the right to procure, on such terms and in such manner as it may deem appropriate, items similar to those terminated, and to recover from Supplier the excess cost for such similar items provided, however, Supplier shall not be liable for such excess costs where the failure upon which the termination is based has arisen out of causes beyond the control of Supplier and without the fault or negligence of Supplier. Such causes shall be deemed to include fires, floods, earthquakes, strikes, and acts of the public enemy. The rights of County provided in subparagraph 1 shall be in addition to any other rights provided by law or the contract.

C-3. In the event of the Supplier's non-compliance with the provisions as set forth, this Contract may be cancelled, terminated or suspended in whole or in part and the supplier may be declared ineligible for further County contracts. The rights and remedies of the County provided in this paragraph shall not be exclusive but are in addition to any remedies provided in this Contract or as provided for by law.

2.16 NOTICE AND SERVICE THEREOF:

Any notice from the County shall be in writing and considered delivered and the service thereof completed when said notice is posted, by certified or regular mail, to the Supplier, at the address stated on the bid form.

2.17 CONTRACT TERM:

Performance shall be governed solely by the terms and conditions as set forth in the Invitation for Bid, Bid Specifications, Bid Form and the Contract notwithstanding any language contained on any invoice, shipping order, bill of lading or other document furnished the Seller at any time and the acceptance by the County for any goods furnished.

2.18 COMPLIANCE WITH APPLICABLE LAWS:

Supplier warrants it has complied with all applicable laws, rules and ordinances of the United States, Missouri or any other Governmental authority or agency in the manufacture or sale of the goods, including but not limited to all provisions of the Fair Labor Standards Act of 1938, as amended.

2.19 ACTS OF GOD:

No party shall be liable for delays, nor defaults due to Acts of God or the public enemy, riots, strikes, fires, explosions, accidents, governmental actions of any kind or any other causes of a similar character beyond its control and without its fault or negligence.

2.20 SELLER'S INVOICES:

Invoices shall contain the following information. Contract number (if any), Purchase Order Number, Item number, contract description of goods or services, sizes, quantities, unit prices and extended totals. Invoices for and inquiries regarding payment should be addressed to the County Accounts Payable Clerk.

2.21 APPROVAL:

It is agreed the acceptance of a Bid shall not be valid and binding upon the County until approved by the County Purchasing Agent, County Commission, and the County Counselor.

2.22 RENEWAL OPTION:

The County reserves the right to negotiate the contract for one (1) additional one-year term with the written consent of the awarded vendor. If the contractor/vendor request an increase in compensation for any renewal period, the vendor shall notify the Office of Contracts, Grants, and Special Projects no less than 60 days prior to the end of the contract period. The County shall notify the Vendor of the intent to exercise the renewal option. However, failure to notify the Vendor does not waive the County's right to exercise the renewal option.

2.23 INDIVIDUAL, PARTNERSHIPS, CORPORATIONS:

Indicate: [] Individual: [] Partnership: [] Corporation.

Incorporated in the State of _____.

VENDORS ARE REQUIRED TO SUBMIT 3 COMPLETE COPIES OF ALL PAGES OF THE INVITATION FOR BID AND BID FORMS WITH ORIGINAL SIGNATURES ALL DOCUMENT PAGES MUST BE INITIALED AND RETURN

LIFE CYCLE BID FOR 1 NEW FOUR WHEEL DRIVE BACKHOE/LOADER

1. CONDITIONS OF BID:

Unit offered under this advertisement shall be new, standard production model of the latest design in current production.

Bidder must submit with their bid the latest printed specifications and advertising literature on the unit they propose to furnish.

Bidder shall supply one (1) parts book, one (1) service, technical and repair manual and one (1) operator's manual with each unit purchased.

The bidder shall list on a separate sheet of paper any variations from or exceptions to, the conditions and specifications of this bid. This sheet shall be labeled "Exceptions to Bid Conditions and Specifications," and shall be attached to the bid.

The price quoted shall include all transportation charges fully prepaid to the Jefferson County Highway Division West District Maintenance Garage located at Hwy. B and Butcher Branch Road.

The machine shall have a demonstrable parts support on a local basis.

The County reserves the right to demo, at no cost a similar Backhoe/Loader on county property for a minimum of one week prior to the award.

2. Scope and Intent of Specifications:

It is the intent of the Jefferson County Highway Division to acquire a Backhoe/Loader designed to meet or exceed the excepted industry standards associated with heavy-duty contractor type for general construction of roads. Bid award shall be based on suitability for purpose and total acquisition cost.

The County Highway Division has used equipment for trade in or cash purchase. The County reserves the right to accept or reject any or all trade or cash prices. Bidder shall indicate if the used equipment price is a cash price or trade in allowance.

The equipment is as follows:

	SERIAL #	PRICE
1999 CAT 426C Backhoe/Loader	1CR00869	\$ _____

BASIS OF AWARD:

Award of contract by the Jefferson County Highway Division will be based upon lowest life cycle cost bid submitted (item #7 on bid form). Consideration will also be given to delivery date, parts and service facilities, analysis and comparison of equipment specification details, and past experience of the Jefferson County Highway Division with similar or related equipment. No significant deviation from the terms of this specification is acceptable.

4. GENERAL DESCRIPTION

The backhoe/loader shall be regular production for which published specifications are available. Machine modifications to meet the operational and capacity requirements of this specification shall be limited to the manufacturer's published standards and optional equipment. All operating specifications are based on current SAE standards and shall be the basis for determining compliance with specified requirements.

The backhoe/loader shall have a maximum operating weight of 23,568 lbs. The tractor, loader, backhoe shall meet all OSHA and EPA requirements in effect on the date of bid opening and shall be furnished with lead free paint. **Full vandal protection** package is required. **Reversible pads** on the stabilizers are to be included.

97 SAE net horsepower, turbo charged, diesel engine. A 12-volt electrical system with a 120-amp alternator, and **additional battery** and **high ambient cooling package** shall be furnished.

The power train shall consist of single stage torque converter, **Auto-shift** 5-forward and 3-reverse speed fully synchronized transmission with hydraulic power reversing. A transmission kick-down switch/neutralizer shall be provided on the loader joystick.

Drive axles shall be outboard planetary gear drive to each wheel with sealed, hydraulic multiple wet disk, self-adjusting and self-equalizing brakes.

The brakes must be able to operate independently or locked together for simultaneous operation. A foot operated, on-the-go engagement differential lock is required.

The steering shall be with a tilt steering wheel.

Tires - Goodyear - Front 335/80 x R18
Rear 19.5L x 24, 12 PR, R4

Hydraulics consisting of a minimum of 43 G.P.M pump operating at a maximum system relief pressure of 3,000 P.S.I. and a 10-micron filter is required. Auxiliary hydraulic valves are required for attachments.

Extended engine and power train warranty shall be included for the term of the life cycle.

OPERATOR'S CAB:

The backhoe/loader manufacturer's factory installed deluxe R.O.P.S. cab is required. The cab shall include the following: right and left doors for ease of entry and safety, front and rear windshield wipers, **seat belt**, two front driving/working and two rear working lights, stop, flashers and turn lights; swing, slide or roll-up rear window to allow maximum ventilation and visibility to backhoe, a minimum of two opening side windows, doors to be key locked, and an **air conditioner**/heater and defroster system. Also a **fixed rotating beacon** shall be included.

The backhoe controls shall be pilot operated joystick controls with a pattern selection switch in the cab that allows the operator to change from excavator control pattern to backhoe loader control pattern. Joystick roller switches shall control auxiliary functions such as extendible stick and hydraulic thumb.

The loader controls shall be a standard single lever with a thumb roller for multi purpose bucket function.

FOUR WHEEL DRIVE:

The four wheel drive must be switch activated from the front console while the machine is stopped or moving, with or without load. A planetary type front drive axle shall be provided with a **drive shaft guard**.

LOADER:

Loader shall be equipped with an integrated toolcarrier loader linkage. It shall have quick coupler connections to utilize CAT loader work tools. A factory installed, self-storing safety support strut is required. The bucket shall roll back not less than 40 degrees at ground line and have a 45-degree dump angle at full height.

Lift capacity to full height, 6,971 lbs. Dump clearance at full height 8ft 4in. Dump reach at maximum angle is 2ft 7in. With a dump angle of 43 degrees. A 1.4 cubic yard SAE heaped capacity **3-way multi-purpose type bucket** with a bucket width of 7ft 11in. shall be included and a bolt on cutting edge.

BACKHOE: **Extendable stick**

A backhoe with an SAE digging depth with 2 foot flat bottom trench of 19'-6" is required. The digging force with the bucket cylinder shall be not less than 15,680 lbs. The backhoe shall have a minimum boom lift capacity of 4,428 lbs. to 12' lift height. The backhoe shall be furnished with a 24" heavy-duty universal trenching bucket with a capacity of 6.2 cubic feet.

The backhoe boom shall have a lever controlled transport lock/unlock from the operator's platform. The reach from the swing pivot to bucket tooth shall be not less than 20ft 6in. Two stabilizers with reversible street pads, with a minimum spread in operating position of 12' is required for stability.

The backhoe shall have a swing arc of 180 degrees or more. A swivel quick bucket attachment/coupler shall be supplied allowing bucket attachment/removal and replacement in not more than five minutes. The swivel function shall be suitable for ditch cleaning and to slope embankments. Stabilizer controls shall be pilot operated type.

A hydraulic thumb shall be installed also. Extra front counter weight shall be added if recommended by manufacturer.

5. PERFORMANCE BOND:

The successful bidder may be required to furnish a performance bond or other binding legal document approved by the Jefferson County Highway Division Attorney that will guarantee the amount of the repurchasing price in favor of the Jefferson County Highway Division to protect the Jefferson County Highway Division against any breach of contract. The bond will remain in effect the full length of the contract. The cost of the bond shall be shown on the bid form.

6. EQUIPMENT TRAINING:

The successful bidder agrees to provide an appropriate training program for 8 employees of Jefferson County Highway Division in sufficient scope to assure efficient and economical performance of the equipment purchase.

7. CONDITIONS OF SALE:

The Jefferson County Highway Division will maintain the Backhoe/Loader in accordance with the manufacturers recommendations.

The Jefferson County Highway Division will keep accurate and current cost records.

Seller reserves the right to examine the Jefferson County Highway Divisions cost records on these units at any reasonable time interval.

Seller retains the right to inspect the Backhoe/Loader at any reasonable time and may make recommendations for repairs and improved maintenance.

The Jefferson County Highway Division will assume responsibility for all repair cost resulting from damage due to fire, wind storm, flood and rising waters, lightening, theft and pilferage, vandalism, accident, and negligence. Cost of repairs due to above circumstances will not be computed in guaranteed total cost of repair covered under item #4 of bid.

The Jefferson County Highway Division will assume the expense of expendable, day to day supplies, parts and components such as lubricating oils, filters, grease, fuel, antifreeze, cutting edges, batteries, headlights, glass, tires, cleaning and painting.

The Jefferson County Highway Division has the right at any time to sell, lease, loan, trade, or otherwise dispose of the Backhoe/Loader at its discretion. Such action shall make this contract null and void.

This contract will terminate at the end of 5 years, or 5000 operating hours, whichever occurs first, but the Jefferson County Highway Division may elect not to sell the Backhoe/Loader back to the sellers.

8. GUARANTEED MAXIMUM REPAIRS:

Seller will guarantee maximum total cost of repairs (parts and labor) for a period of 5000 hour of operation as recorded by engine hour meter or 5 years from date of delivery, whichever comes first. Repair cost are to be paid for the Jefferson County Highway Division only if or as incurred. Seller will pay the Jefferson County Highway Division the cost of repairs in excess of bid figure.

Seller shall pay for all repairs (including parts and labor) to the Backhoe/Loader covered by the manufacturer's warranty, and these cost shall not be included in the total cost of repairs.

All transportation cost for the purpose of repairs will be charged to guaranteed total cost of repairs.

All repair parts are to be purchased from the authorized dealer for the Backhoe/Loader and will be charged against the equipment at the same price shown on dealer's invoices.

Seller will be notified by the Jefferson County Highway Division in advance of any contemplated repair work in excess of \$ 250.00 total cost (parts and labor) and the details of all such work to be done. Seller will submit his cost estimate on the work to be done. At seller's option the repairs will be done in the seller's service Division and billed to the Jefferson County Highway Division at seller's prevailing rates. Regardless of where such repairs are performed, the cost thereof includable in item #4 of the bid shall not exceed cost estimate. If the repair work is done in any shop other than the sellers, he will be promptly notified of the amount to apply as part of the guaranteed total cost of repairs (parts and labor). All repair cost under this clause are to become a

part of the guaranteed total cost of repairs (parts and labor). All repair costs (parts and labor) will be substantiated by detailed invoice.

Should delivery of repair parts not be made within 2 normal working days, or the seller not complete repairs within 5 normal working days, The seller shall provide at no cost to the Jefferson County Highway Division a loan Backhoe/Loader of equal type. Failure to provide a loan Backhoe/Loader after 5 days of down time will result in the sum of \$ 500.00 per day being charged against the amount quoted as guaranteed maximum total cost of repairs.

9. GUARANTEED MINIMUM REPURCHASE:

If the Jefferson County Highway Division elects to sell the Backhoe/Loader back to the seller, at the end of the purchase guarantee term, the seller shall pay the amount guaranteed (in item #5 on the bid form), in cash, within thirty (30) days after written notification of the Jefferson County Highway Divisions desire to sell the Backhoe/Loader. The Jefferson County Highway Division is not bound to sell the Backhoe/Loader and may elect to retain or dispose of them at its own discretion.

SCHEDULED MAINTENANCE CALCULATION FORM

The Jefferson County Highway Division believes that the scheduled maintenance is a significant part of the overall cost of operating a wheel loader and is therefore asking for its inclusion as part of the life cycle cost of the unit bid.

INSTRUCTIONS: The intent of this form is to determine the total scheduled maintenance costs that can be expected during the first 5000 hours of ownership. Service intervals, number of grease fittings, and capacities should be taken directly from the manufacturer's lubrication and maintenance manual. Unit cost given are equal for all bidders. Although there may be a slight variance due to refill capacities, these total cost are made up of labor, overhead, lost production, gaskets, lubricant, filters, and supervisory time. The comparison examines the service intervals for the various units bid and assumes that the manufacturer's recommendations, if followed exactly, will allow the costs that are to be incurred on each unit to be calculated with reasonable accuracy.

1. GREASE FITTINGS:

<u>TOTAL HOURS OF OPERATION COST</u>	<u>SERVICE INTERVAL</u>	<u>NO. OF FITTING @ EACH INTERVAL</u>	<u>COST X</u>	<u>PER FITTING=</u>	<u>TOTAL</u>
5,000	10 hrs	500x	_____	X \$.25 =	\$ _____
5,000	50 hrs	100x	_____	X \$.25 =	\$ _____
5,000	100 hrs	50x	_____	X \$.25 =	\$ _____
5,000	250 hrs	20x	_____	X \$.25 =	\$ _____
5,000	500 hrs	10x	_____	X \$.25 =	\$ _____
5,000	1000 hrs	5x	_____	X \$.25 =	\$ _____
5,000	2000 hrs	2.5x	_____	X \$.25 =	\$ _____
TOTAL COST					\$ _____

Determine number of fittings at each interval, insert each number as indicated (if none, write none), perform calculations and total last column.

2. ENGINE OIL AND FILTERS

<u>TOTAL HRS</u> <u>OF OPERATION</u>	<u>SERVICE</u> <u>INTERVAL X</u>	<u>COST PER CHANGE</u>	=	<u>TOTAL COST</u>
5,000 HRS /	_____ hrs x	\$ 150.00	=	\$ _____

From manufacturer's maintenance manual determine crankcase drain and refill interval. Insert this hourly number and perform the calculation to arrive at the total cost for an engine oil change.

3. TRANSMISSION OIL

<u>TOTAL HRS</u> <u>OF OPERATION</u>	<u>SERVICE</u> <u>INTERVAL X</u>	<u>COST PER CHANGE</u>	=	<u>TOTAL COST</u>
5,000 HRS /	_____ hrs x	\$ 150.00	=	\$ _____

From manufacturer's maintenance manual determine transmission drain and refill interval. Insert this hourly number and perform the calculation to arrive at the total cost for a transmission oil change.

4. OTHER FLUID OR OIL CHANGES

<u>TOTAL HOURS</u> <u>OF OPERATION</u>	<u>SERVICE</u> <u>INTERVAL X</u>	<u>HYD. SYSTEM</u> <u>CAPACITY (GALS. X</u>	<u>COST</u> <u>PER GALLON _____ =</u>
<u>TOTAL COST</u>			
5,000 HRS /	_____ hrs x	_____ X	\$ 4.00 = \$ _____

From the manufacturer's maintenance manual, determine the service interval for draining and refilling the hydraulic system. Insert this hourly number, insert the total capacity (in gallons) and perform the calculation as indicated.

TOTALS

Listed below are each of the categories just calculated. Insert the total number of each category and add the column. the total figure should be entered on line # 6 of the bid form.

- A. GREASE FITTINGS \$ _____
 - B. ENGINE OIL AND FILTER \$ _____
 - C. DRIVE HOUSING OIL \$ _____
 - D. OTHER FLUIDS AND OIL CHANGES \$ _____
- (ENTER THIS FIGURE ON ON LINE # 6 OF BID FORM) TOTAL \$ _____

BID FORM

1. MAKE AND MODEL OF Backhoe/Loader BEING BID:

_____ COST \$ _____

2. LESS TRADE-IN TOTAL ALLOWANCE \$ _____

3. **COUNTY PAYS THIS AMOUNT** \$ _____

4. REPAIR EXPENSE FOR 5 YEARS OR
5000 HOURS whichever occurs
first, SHALL NOT EXCEED \$ _____

5. GUARANTEED "MINIMUM REPURCHASE"
in 5 years \$ _____

6. SCHEDULED MAINTENANCE COST for 5000 Hours,
SHALL NOT EXCEED \$ _____

7. TOTAL LIFE CYCLE COST (item #3
plus item #4, less item #5,
plus item # 6) \$ _____

8. PERFORMANCE BOND COST
(if REQUESTED) \$ _____

DELIVERY DATE: _____

Price Term

Additional units may be ordered at unit price until: _____