

CITY CLERK  
CITY OF LAUREL  
P. O. BOX 10  
LAUREL, MONTANA 59044

CONTRACT/BID DOCUMENTS ATTACHED:

INTENT AND SCOPE OF OPERATIONS

CALL FOR SEALED BIDS: NOTICE TO BIDDERS

(BID BOND AND PERFORMANCE BOND)

INSTRUCTIONS TO BIDDERS

CONTRACT SPECIFICATIONS:

**NEW DIESEL-POWERED BACKHOE LOADER**

STANDARD TERMS AND CONDITIONS

INVITATION TO BID

FORM OF AGREEMENT

FORM OF PROPOSAL (BID PROPOSAL)

INTENT AND SCOPE OF OPERATIONS

This bid is for the purpose of entering into a contract for a new diesel-powered backhoe loader for the City of Laurel Public Works Department. The successful bidder agrees to provide the City of Laurel with acceptable quality of equipment/services, performance and workmanship as determined by the City of Laurel.

It is the purpose of this bid to obtain the best quality of equipment at the most favorable price to the City of Laurel. Consideration will be given for the level of service offered and ability to meet stated specifications as outlined in the contract document.

END: INTENT AND SCOPE OF OPERATIONS

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CALL FOR SEALED BIDS: NOTICE TO BIDDERS

Sealed bids entitled: **NEW DIESEL-POWERED BACKHOE LOADER**

For the City of Laurel Maintenance Department, Laurel, Montana

Will be received addressed to City Clerk of Laurel, Montana, at the office of the City Clerk, City Hall, Laurel, Montana 59044, until 9:00 a.m. February 12, 2021. Call the Clerks Office at 406-628-7431 prior to stopping by City Hall to ensure Staff is onsite.

More specific additional information regarding the **NEW DIESEL-POWERED BACKHOE LOADER** may be obtained by contacting Matt Wheeler, Public Works Superintendent, at 115 W. First Street, Laurel, Montana, phone number of 406-628-4796 or visit <https://cityoflaurelmontana.com/rfps>.

Each bid or proposal must be accompanied by a Certified Check, Cashiers Check, or Bid Bond payable to the City of Laurel, Montana, in an amount not less than ten per cent (10%) of the total amount of the bid. The bid bond will be retained by the City Clerk until the successful bidder enters into a contract with the City of Laurel. If the successful bidder enters into no contract within 30 days the bond will be forfeited to the City of Laurel. Bid bonds will be returned to the unsuccessful bidders immediately after final action on the bid by the City Council.

No bids may be withdrawn after the scheduled time for the public opening of bids, which is at 09:00 a.m. February 12, 2021 at 115 W. 1<sup>st</sup> Street Laurel, MT 59044. **Masks are required and proper social distancing will be observed.**

The right is reserved to reject any or all proposals received, to waive irregularities, to postpone the award of the contract for a period of not to exceed thirty (30) days, and to accept that proposal which is in the best interests of the City of Laurel, Montana.

The City of Laurel is an Equal Opportunity Employer

Published January 25<sup>th</sup> and February 1<sup>st</sup>.

Bethany Langve, City Clerk/ Treasurer

END: CALL FOR SEALED BIDS: NOTICE TO BIDDERS

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## INSTRUCTIONS TO BIDDERS

### EXAMINATION OF DOCUMENTS

Before submitting the proposals, the bidder shall:

- (a) Carefully examine the Standards and Specifications as well as all other attached documents.
- (b) Fully inform themselves of the existing conditions and limitations.
- (c) Include with the bid sufficient information to cover all items required in the specifications.

### BID COMPLIANCE

It shall be the responsibility of the bidder to see that all bids are sealed and submitted to the office of the City Clerk at City Hall, 115 W. First Street, Laurel, Montana 59044, before 09:00 a.m. February 12, 2021.

### BID PROPOSAL MODIFICATIONS

Proposals shall be made on form provided herein; they shall not contain any recapulation of the work done. Modifications, additions or changes to the terms and conditions of this invitation to bid may be cause for rejection of the bid. Bids submitted on other forms may be rejected. No oral, telephone, or telegraphic bids or modifications will be considered.

### CERTIFICATION OF ALTERATION OR ERASURE

A bid shall be rejected should it contain any material alteration or erasure, unless, before the bid is submitted, each such alteration has been initialed in INK by the authorized agent signing the bid.

### INTERPRETATION PRIORITY

Should a bidder find discrepancies in, or omissions from, the specifications, or be in doubt as to their meaning, bidder shall notify the department head, Matt Wheeler at the address noted above, who will send written instructions or addenda to all bidders. The City will not be responsible for oral interpretation. All addenda issued prior to bid opening shall be incorporated into and become part of the contract agreement upon award. Question received less than ninety-six (96) hours before the bid opening cannot be answered.

## SIGNATURE

All bids shall be typewritten or prepared in ink and must be signed in longhand by the bidder or bidders agent or designee, with his/hers usual signature. A bid submitted by a partnership must be signed with the partnership name to be followed by the signature and designation of the partner signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name and signature of an authorized agent or officer of the corporation. Bids submitted by a proprietorship must be signed by the owner; name of each person signing shall be typed or printed legibly below the signature.

## WITHDRAWAL OF BIDS

Bidders may withdraw their bid either personally or by written request at any time prior to the time set for bid opening. No bid may be withdrawn or modified after the time set for opening, unless and until award of the contract is delayed for a period exceeding thirty (30) days.

## CERTIFICATION

The bidder certifies that the bid has been arrived at by the bidder independently and has been submitted without any collusion designed to limit independent bidding or competition. The bidder further certifies that the materials, products, services and/or goods offered herein meet all requirements of the stated specification and are equal in quality, value and performance with highest quality, nationally advertised brand and/or trade names.

## EVIDENCE OF QUALIFICATION

Upon request of the City of Laurel, a bidder whose proposal is under consideration for award may be required to manifest satisfactory evidence of his financial resources, experience, the organization and equipment as well as service provisions bidder has available. In determining the lowest responsible bidder, in addition to price, the following considerations may be addressed:

- (a) The ability, capacity, character, integrity, and skill of the bidder to perform the contract or provide the service required.
- (b) Whether the bidder can perform the contract within the time specified.
- (c) The quality of performance of previous contracts, agreements, services and/or performance.
- (d) Previous and/or existing compliance by the bidder with laws relating to the contract or services.
- (e) Such other information, which may be secured having a bearing on the decision to award the contract.

## BID BOND

Each bid or proposal must be accompanied by a Certified Check, Cashiers Check, or Bid Bond payable to the City of Laurel, Montana, in an amount not less than ten percent (10%) of the

total amount of the bid. The bid bond will be retained by the City Clerk until successful bidder enters into a contract with the City of Laurel. If the successful bidder enters into no contract within thirty (30) days the bond will be forfeited to the City of Laurel. Bid bonds will be returned to the unsuccessful bidders immediately after final action on the bid by the City Council.

END: INSTRUCTIONS TO BIDDERS

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CONTRACT SPECIFICATIONS

**NEW DIESEL-POWERED BACKHOE LOADER**

END SPECIFICATIONS

CITY CLERK  
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STANDARD TERMS AND CONDITIONS – PAGE 1

This contract includes the following Standard Terms and Conditions and includes, but is not limited to, the Invitation to Bid, Call for Sealed Bids, Specifications, Forms of Agreement, Instruction to Bidders, and Form of Proposal.

The contractor will not be liable for any delay in furnishing or failure to furnish service due to fire, flood, strike, lockout, dispute with workmen, act of God, or any cause beyond reasonable control.

In case of default by the successful bidder or failure to deliver the goods or services within the time specified, the City Purchasing Authority, after written notice, may procure them from other sources and hold contractor responsible for excess costs occasioned thereby.

The specifications attached to the instructions to bidders establish a standard of quality desired by the City of Laurel. Any bidder may submit quotations on any article, which substantially complies with these specifications as to quality, workmanship and service. The City of Laurel reserves the right to make its selection of materials or services purchased, based on its best judgment as to which articles substantially comply with the requirements of the specifications.

No alteration in any of the terms, conditions, delivery, quality, or specifications will be effective without prior written consent of the City of Laurel.

No exception to delivery or service dates shall be allowed unless prior written approval is first obtained for the City of Laurel.

All payments to the contractor shall be remitted by mail. The City shall not honor drafts, nor accept goods on a sight draft basis. Furthermore, the provisions or monies due under this contract shall not be assignable unless prior written approval is first obtained from the City of Laurel.

All goods, materials or services purchased herein are subject to approval by the City of Laurel. Any rejections of services, goods or materials, whether held by the City or returned, will be at the contractor's risk and expense.

The contractor agrees to assume all expense, protect and hold harmless the City, its officers, agents and employees against all claims and expense including, but not limited to, suits or proceedings for patent, trademark, copyright, or franchise infringement arising from the purchase, installation or use of the goods, material or services purchased herein.

The contractor further agrees to assume all expenses and damages arising from such claim, suits or proceedings.

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STANDARD TERMS AND CONDITIONS – PAGE 2

Contractor agrees that the waiver, acceptance, or failure by the City to enforce any provisions, terms, or conditions of this contract shall not operate or be construed as a waiver of prior or subsequent breaches or the right of the City to thereafter enforce such provisions.

The contractor warrants all articles supplied under this contract conform to specification herein. The contractor will deliver a warranty stating that articles supplied under the contract are fit and sufficient for the purpose manufactured, merchantable, and free from defects.

In the event the City is entitled to a prompt payment or cash discount the period of computation shall commence on the date of delivery, or receipt of correctly completed invoices, whichever is later. If an adjustment in payment is necessary, the discount period shall commence on the date final approval for payment is authorized.

The contractor agrees not to be discriminate against any client employee or applicant for employment or for services, because of race, creed, color, national origin, sex or age with regard to, but not limited to, the following: employment upgrading; demotion or transfer; recruitment advertising; layoffs and termination; rates of pay or other forms of compensation; selection for training; rendition of services. It is further understood that any contractor who is in violation of this shall be barred forthwith from receiving awards of any purchase order for the City unless a satisfactory showing is made that discriminatory practices have terminated and that a reoccurrence of such acts are unlikely.

The City reserves the right to cancel and terminate this contract forthwith upon giving thirty (30) days written notice to the contractor. (This provision does not apply to the purchase of materials and equipment. A purchase order for materials and equipment is a binding contract.)

Contractor agrees that in the event suit is instituted by the City for any default on the part of the contractor, he shall pay to the City all costs and expenses expended or incurred by the City in connection therewith, and reasonable attorney fees.

Where applicable, possible or required, bidder is required to submit descriptive literature, sample material, design sketches and detailed shop drawings. Failure to submit required items may result in rejection of the bid or termination of contract.

The successful bidder may not make any advertising or sale use of the fact contract items are being used by purchaser and other approved agencies, under penalty of contract termination.

The Advertisement for Bids, the accepted Proposal, and the specifications, together form the contract and they fully act as if hereto attached or herein repeated.



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STANDARD TERMS AND CONDITIONS – PAGE 3

This contract shall be governed by and construed in accordance with the laws of the State of Montana.

The contractor may not assign or subcontract the agreement or the right to receive reasonable performance of any act called for by the contract shall be deemed waived by a waiver by City of a breach thereof as to any particular transaction or occurrence.

Regardless of FOB point contractor agrees to bear all risks of loss, injury, or destruction of goods and materials ordered herein and such loss, injury, or destruction shall not release contractor from any obligation hereunder.

END: STANDARD TERMS AND CONDITIONS

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INVITATION TO BID

RETURN TO: City Clerk, City of Laurel, P.O. Box 10, Laurel, Montana 59044

Please bid net prices at which you will agree to furnish required services. To receive consideration, this form must be signed in full by a responsible, authorized agent, office, employee or representative of your firm.

BID ITEM: \_\_\_\_\_  
\_\_\_\_\_

Enter full Company Name and Address

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CONDITIONS AGREEMENT

We have read and agree to the conditions and stipulations contained herein and to the Standard Terms and Conditions contained on the attached.

We further agree to furnish the services specified at the prices stated herein, to be delivered to the location and that date set forth herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

END: INVITATION TO BID

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FORM OF AGREEMENT – PAGE 1

AGREEMENT, made on the \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between  
the City of Laurel and \_\_\_\_\_.

WITNESSTH that the above named company and the City of Laurel, for consideration,  
hereinafter name agree as follows:

SCOPE OF OPERATION: The contractor shall provide material and equipment, perform the  
work and do everything required by the specifications entitled:

CONTRACT SPECIFICATION:

TIME OF COMPLETION: Delivery of goods, equipment, and/or services shall be expected  
within thirty (30) days of the award of bid.

FOLLOWING IS AN ENUMERATION OF THE CONTRACT BID

Intent and Scope of Operation  
Call for Sealed Bids: Notice to Bidders  
(Bid Bond/Performance Bond)  
Instructions to Bidders  
Contract Specifications  
Standard Terms and Conditions  
Invitation to Bid  
Form of Agreement  
Form of Proposal (Bid Proposal)

IN WITNESS WHEREOF, the parties hereto have executed this agreement to day and  
year above written.

\_\_\_\_\_  
Contractor

By: \_\_\_\_\_  
Title \_\_\_\_\_

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FORM OF AGREEMENT – PAGE 2

CITY OF LAUREL

BY: \_\_\_\_\_  
MAYOR

ATTEST: \_\_\_\_\_  
City Clerk

Approved as to form

\_\_\_\_\_

END: FORM OF AGREEMENT

CITY CLERK  
CITY OF LAUREL  
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FORM OF PROPOSAL (BID PROPOSAL)

The undersigned hereby submits the following proposal: Having carefully examined the specifications entitled CONTRACT SPECIFICATIONS: INSERT DESCRIPTION OF BID ITEM(S) for the City of Laurel \_\_\_\_\_ Department, as well as all other conditions affecting the bid, the undersigned proposes to furnish all equipment and services necessary to complete the work required.

\_\_\_\_\_  
Time and Date of Delivery

(INSERT DESCRIPTION OF BID ITEM(S))

Net FOB Laurel, Montana \$ \_\_\_\_\_

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(OPTIONS OR PAYMENT PLANS, IF APPLICABLE)

By \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

END: FORM OF PROPOSAL (BID PROPOSAL)

CONTRACT SPECIFICATIONS  
ONE NEW DIESEL - POWERED BACKHOE LOADER

Please indicate YES or NO if the machine offered can or cannot meet the desired configuration  
Any "NO" must be clarified on a separate sheet if the bidder desires support for any alternate specification.

DESCRIPTION	COMPLY	YES / NO
WEIGHT:		
Minimum weight with all options not less than 26,410 pounds		
ENGINE:		
Four-stroke, four cylinder, water-cooled, wet sleeve, turbo charged diesel engine		
Minimum displacement of cubic inches of 276.		
148 net fly-wheel horse power minimum; factory setting		
Open access tilt hood for engine		
Engine coolant block heater		
Single radiator cooling system		
Wet sleeve cylinder liners		
Diesel fuel thermal start-aid		
12-volt direct electric starting and charging system		
46-gallon fuel tank minimum, ground level fill		
Fuel-Water seperator		
Hand and foot throttle		
Dry-type, dual element air cleaner with precleaner and automatic dust ejector		
Air cleaner service indicator		
Antifreeze with protection to -40 degrees fahrenheit		
Spin-on, full-flow oil filter; spin-on fuel filter		
Engine enclosures (side panels) with lockable side doors		
BACKHOE:		
Extendable Stick		
Excavator style boom		
21.9 foot dig depth with 2 foot flat bottom minimum		
26.9 foot overall reach for rear axle centerline minimum		
Two lever pilot control, S.A.E. control pattern		
Single boom lift cylinder		
180 degree swing arch		
8-foot stabalizer spread in transport position maximum		
13-foot stabalizer spread in transport position maximum		
Reversable stabilizer pads		
Bucket dig force of 17,000 lbs. minimum		
Crowd dig force of 12,000 lbs. minimum		
Multi brand backhoe quick coupler		
Boom and swing transport lock		
Hydraulic thumb for 30-inch bucket and coupler		
Outerbox extendible dipperstick for trench protection		
30-inch, 1.7 cu yd. capacity backhoe bucket with teeth		

**COMPLY YES / NO**

- Loader breakout force of 16,000 lbs./ft. minimum
- Loader lift capacity at full height of 9,800 lbs. minimum
- 3-function hydraulics for multipurpose bucket
- Single lever boom and bucket control
- Self-leveling bucket/return-to-dig
- Bucket level indicator
- 1.62 cubic yard loader bucket capacity
- Divergent loader arms

[illegible]

- 4-speed forward/reverse powershift transmission with control lever mounted on steering wheel column
- Fully synchronized between all gears allowing on-the-go shifting capabilities
- Transmission neutralizer switch located on loader control lever
- Single stage torque converter
- Neutral start safety device that disengages ignition when machine is started in gear
- Separate and specific transmission reservoir
- Maximum speed of at least 22 MPH minimum
- Transmission oil filter

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Rear axle, fully-enclosed, multiple disc, hydraulically actuated, oil-cooled service brakes

Independent dual pedal service brakes with interlock

Service brakes are sealed and adjustment free

Parking brake with independent operation of service brakes, spring applied Hydraulic release

Front tires, 15/19.5 R4, 12-ply rated

Rear tires, 21.6/28 R4, 18-ply rated

[illegible]

Fully-welded one-piece main frame with integral backhoe  
1,200 pounds counter weight  
Lift/Tie down eyes

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Operator-controlled, multi-disc differential lock/unlock  
Front axle final drives are heavy duty planetary design  
MFWD with limited-slip  
Four-wheel drive with on-the-go engagement  
Four-wheel drive shaft guard  
5" front axle trunnion bearing minimum  
Double-acting steering cylinder  
Fully hydraulic steering  
Permanently sealed front axle bearing  
Machine turning radius (with wheels not braked) shall not exceed  
15' using front steering and unlocked differential.

[illegible]

**COMPLY YES / NO**

- Closed center hydraulic valves
- Load-sensing pressure compensating, variable-displacement piston pump
- 8 hydraulic valves/2 stabilizer valves
- 52 gallon per minute output minimum at 2,200 RPM
- 3,500 PSI minimum operating pressure
- Non-vented hydraulic tank, completely enclosed system
- Full-flow spin-on hydraulic oil cooler and reservoir
- Separate and specific hydraulic oil cooler and reservoir
- O-ring face seal hydraulic fittings for leak protection

- 12-volt electrical system
- Two heavy duty batteries; 700 CCA each minimum
- Four front and four rear cab mounted working lights
- Turn signal/flashing hazard lights
- Stop lights and tail lights
- Interior cab lights
- Cab mounted strobe light
- 160 amp alternator
- Automatic back-up alarm
- "ROPS" fully enclosed cab
- Flat glass in all cab windows
- Rubber floor mat
- Adjustable steering column
- Sound suppressed cab; 85 dB(A) maximum
- Heater/pressurized/air conditioner W/R134A refrigerant
- Interior rear view mirrors
- Cloth covered, full suspension, fully adjustable seat
- Front, upper and lower rear windshield wipers
- Seatbelt
- Electronic monitoring system with the following indicators: brake on; engine coolant; and engine oil pressure
- Gauges shall include engine coolant temperature, fuel level, tachometer, torque converter oil temperature, volt meter and service hour meter
- Dual entry, two door operator's station
- Tool box
- AM/FM Radio
- New 2-way radio purchased & installed by Industrial Communications, Billings

Warranty will include 12 months parts, labor, and travel time/mileage coverage, and inclusive 5 years/5,000 hour (whichever occurs first) bumper-to-bumper parts and labor warranty. (Excluding glass, tires, batteries, and wear items). Please see attachment

**Bid Total:**

**Bid Grand Total:**