

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-MINI EXCAVATOR

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 mini excavator 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 MINI EXCAVATOR**

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. January 29, 2025. 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 MINI EXCAVATOR** may be obtained by contacting Matt Wheeler, Public Works Director, 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 percent (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No bids may be withdrawn after the scheduled time for the public opening of bids, which is at 09:00 a.m. January 29, 2025 at 115 W. 1st Street Laurel, MT 59044.

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 1.10.2025, 1.17.2025

Kelly Strecker, 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. January 29, 2025.

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-MINI EXCAVATOR

6 METRIC TON MINI EXCAVATOR WITH A 50 HP DIESEL ENGINE OR GREATER

RUBBER TRACKS

12,800 LB OPERATING WEIGHT OR LESS

78 INCH WIDTH OR LESS

KEYLESS START

4 WAY ANGLE BLADE

HYDRAULIC THUMB WITH FINGER CONTROL

HYDRAULIC QUICK COUPLER

CAB WITH HEAT AND AIR CONDITIONING

BOOM SWING FINGER CONTROL

18 INCH EXCAVATING BUCKET

24 INCH EXCAVATING BUCKER

30 INCH OR GREATER GRADING BUCKET

FELCO INDUSTRIES 18 X 32 SEGMENTED ROLLER BUCKET

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

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FORM OF PROPOSAL (BID PROPOSAL)

The undersigned hereby submits the following proposal: Having carefully examined the specifications entitled CONTRACT SPECIFICATIONS: MINI EXCAVATOR for the City of Laurel Maintenance

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

\$ _____

+++++

(OPTIONS OR PAYMENT PLANS, IF APPLICABLE)

By _____

Title _____

Company _____

Date _____

END: FORM OF PROPOSAL (BID PROPOSAL)