

**CITY OF JAMESTOWN
102 3RD AVE SE
JAMESTOWN, ND 58401
PHONE: 701-252-5900 FAX: 701-252-5903**

**ADVERTISEMENT FOR BIDS
FOR A NEW 3 CY – 4 WHEEL DRIVE LOADER
CITY OF JAMESTOWN - STREET DEPARTMENT**

NOTICE IS HEREBY GIVEN, that sealed bids, for the purchase of a New 4WD Backhoe/Loader, for the City of Jamestown Street Department, will be received by the City of Jamestown at the office of the City Administrator until 1:15 p.m. on March 21, 2017 at which time, or as soon thereafter as possible, all bids will be opened and read publicly.

Bids must be based upon the specifications on file in the office of the City Engineer. Copies of the specifications may be examined or obtained from the City of Jamestown website (www.jamestownnd.org) or upon request in the office of the City Engineer.

A bidder's bond, certified check, cashier's check, or cash, in the amount of 5% of the bid, made payable to the City of Jamestown, must be included in a **SEPARATE ENVELOPE THAT IS ATTACHED UPON THE OUTSIDE OF THE SEALED BID ENVELOPE**, AND if bidder is awarded the bid, said bidder must supply two (2) performance bonds, as indicated in the General Provisions, within ten (10) days of the award. There shall be endorsed upon the outside of the sealed envelope containing the bid the following words, "**BID FOR NEW 3 CY – 4 WHEEL DRIVE LOADER, STREET DEPARTMENT**", and the bidder's name and business address.

The City Council of the City of Jamestown, North Dakota, reserves the right to reject any or all bids, to waive any irregularities, and to hold all bids until the next regularly scheduled Council meeting.

Jeff Fuchs, City Administrator

PUBLISH LEGAL AD: February 25, March 4, March 11, 2017

GENERAL PROVISIONS

The unit bid shall be a new, 2017 current manufacturer design and shall include all standard equipment and conform to the specifications listed herein. The bidder shall include all available literature, specifications, guarantees, and warranties for the unit bid, with the bid proposal.

The bidder shall complete the specification checklist and submit it with the bid proposal, for each unit bid. The total bid price shall not include any federal excise tax or North Dakota sales tax and exemption certificates shall be furnished with the bid documents.

The bidder shall submit with the bid proposal a complete list of customers who have purchased the same basic equipment within the last 3 years. The city will use this list to obtain references to determine customer satisfaction, not only on the equipment but also on parts availability and service.

The trade-in unit is a 2011 Caterpillar 928HZ 3 CY-4 WD Loader, Serial No. CAT0928HECXK01625, and may be viewed by appointment with Daryl Saxberg, Street Department Mechanic, phone 701-252-4221.

The City of Jamestown intends to offer the trade-in unit listed in the proposal for sale to the highest bidder under a separate advertisement, which will be opened at the same designated date and time. The information gained by the above action will be used to determine the best bid.

A bidder's bond, certified check, cashier's check, or cash, in the amount of 5% of the bid, made payable to the City of Jamestown, must be included in a separate envelope that is attached upon the outside of the sealed bid envelope.

All bids will be considered in relation to value and price. Low bid will not automatically be considered as best. Any bid may be rejected as being irregular or non-responsive due to alteration of form, if conditional or incomplete, or if the bid contains language reserving the bidders' "right" to accept or reject a contract awarded to him.

The successful bidder shall provide a performance bond in the amount of the cost of the machine to guarantee delivery of the machine **in addition** to the performance requirement listed in special conditions within (10) ten days of notice of bid award.

The bidder must write on the outside of the bid envelope the following words:

"BID FOR NEW 3 CY - 4 WHEEL DRIVE LOADER, STREET DEPARTMENT," and the bidder's name and business address.

SPECIAL CONDITIONS

TOTAL COST BID

- 1) Equipment purchased under this proposal will be operated by employees of the City of Jamestown.
- 2) The City of Jamestown will assume, at its expense, all costs to repair or replace all parts and components normally consumed in day-to-day operations such as lubricating oil, filters of all types, grease, cleaning, painting, lights, tires, cutting edges and tire repair.
- 3) The successful bidder shall pay for all repairs (including parts and labor) to the equipment covered by the manufacturer's warranty, and those costs shall not be included in the total cost of repairs.
- 4) The City of Jamestown will maintain equipment in accordance with manufacturer's recommendations. Equipment purchased must be able to use brand of oil and filters presently used by the City of Jamestown.
- 5) The successful bidder has the right to inspect equipment during normal working hours and make recommendations for repairs, improved maintenance, etc. in keeping with the requirements stated by the manufacturer in the shop manual for the maintenance and repair of the piece of equipment.
- 6) The successful bidder will be fully responsible for the total cost of all repairs to the entire machine including all options as ordered (parts and labor) other than in paragraph 2, to the equipment furnished in excess of the guaranteed maximum cost of repairs as indicated on the bid sheets. Arrangements may be made for the successful bidder to provide his own mechanic and special tools for such work as he may desire to do in the field or in the City maintenance shop, to which the equipment is assigned, when it has space available to accommodate the machine. The City will promptly notify the successful bidder or an authorized agent of his firm when repairs are necessary.
- 7) In determining the guaranteed total cost of such repairs, and in the enforcement of Item No. 3 of the bid proposal form, the following rules shall apply:
 - a. The City will bear the cost of transportation for the equipment from the field to the City maintenance shop to which the equipment is assigned. Costs of transportation of the equipment to and from any other repair site will be a part of the cost of repairs. Repair parts shall be original equipment.
 - b. Repairs may be made in service departments other than that of the successful bidder and the City. However the successful bidder and the City must agree to repairs being made in other service departments and the service departments chosen must be agreeable to both parties.
- 8) Should repairs not be made within 3 consecutive days after notification by the City, a daily charge of \$250.00 will be payable to the City for each calendar day that the repair is not made. If an equivalent machine with equivalent equipment, as determined by the City, is provided to the City to use, no daily charge will be assessed. The (3) day limit shall apply to warranty or non-warranty work.
- 9) The successful bidder shall have the right to examine repair cost records at any reasonable time and within ninety (90) days after the end of each machine operating year.

- 10) The City shall have the right to sell, lease, trade, or otherwise dispose of the equipment; however, if such action is taken, the successful bidder shall not be further bound by the provisions of this bid.
- 11) The successful bidder guarantees that he will purchase the machine from the City at the end of the machine hour limit as recorded by the service meter, or the specified years from the date of delivery, (as indicated on the bid proposal form) whichever occurs first, should the City so request. The price to be paid to the City by the successful bidder will be the guaranteed repurchase price as indicated on the proposals, plus any optional equipment repurchase figures as stated.
 - a. This guaranteed repurchase price is deemed to be the successful bidder's sealed bid to purchase the machine at said time of sale by the City. The City will give public notice of sale at the time it intends to sell the machine either to the successful bidder pursuant to this repurchase guarantee or other person who bids on the purchase of the machine at that time.
- 12) The successful bidder, if he receives the award, must post a performance bond to the City, in the amount of one hundred (100) percent of the amount of the guaranteed repurchase price of the machine only to guarantee that the successful bidder will fulfill all of its obligations under this proposal.

BID PROPOSAL

**NEW 3 CY - 4 WHEEL DRIVE LOADER - STREET DEPARTMENT
CITY OF JAMESTOWN, NORTH DAKOTA**

ITEM #1 PURCHASE PRICE
NEW 3 CY - 4 WD LOADER \$ _____

ITEM #2 GUARANTEED BUYBACK (\$ _____)

ITEM #3 GUARANTEED MAXIMUM REPAIRS 7500 HOURS
OR 6 YEARS \$ _____

ITEM #4 TOTAL COST BID (ITEM 1 - 2 + 3) \$ _____

ITEM #5 TRADE IN – 2011 CATERPILLAR 928 HZ
OR MINIMUM GUARANTEED BUY-BACK OF TRADE-IN UNIT \$ _____

ITEM #6, NET TOTAL COST (ITEM #4 LESS ITEM #5) \$ _____

Unit Bid: _____

Warranty Description: _____

Anticipated Delivery Date: _____

Dated this _____ day of _____, 2017

Company Name: _____

Signature: _____

Title: _____

Mailing Address: _____

City _____ State _____ Zip _____

Phone: _____

Email address: _____

DO NOT FORGET: A bidder's bond, certified check, cashier's check, or cash, in the amount of 5% of the bid, made payable to the City of Jamestown, must be included in a **SEPARATE ENVELOPE THAT IS ATTACHED UPON THE OUTSIDE OF THE SEALED BID ENVELOPE**, AND if bidder is awarded the bid, said bidder must supply two (2) performance bonds, as indicated in the General Provisions, within ten (10) days of the award.

There shall be endorsed upon the outside of the sealed envelope containing the bid the following words, **"BID FOR NEW 3 CY - 4 WHEEL DRIVE LOADER, STREET DEPARTMENT,"** and the bidder's name and business address.

SPECIFICATION CHECKLIST

New 3 CY - 4 Wheel Drive Loader - Street Department

Indicate Compliance with a "YES" or Non-Compliance with a "NO".

A "YES" indicates 100% compliance with the description/specification noted, and/or indicates that the equipment bid meets or exceeds the description/specification noted.

This checklist shall be used to determine compliance of the Equipment Bid and Supplied to the desired specifications. Failure to indicate "YES" in all cases on the checklist shall constitute Non-Compliance with the specifications and the bid shall be recommended to be rejected as being irregular. If the equipment delivered to the City fails to meet the checklist, the equipment shall be rejected due to non-compliance to the specifications and the contract.

GENERAL MACHINE CONFIGURATION

DESCRIPTION	SPECIFICATION	COMPLIANCE	
• Machine basic operating weight including full fuel tank, fluids, operator, ROPS cab and general purpose bucket with bolt on cutting edge, and <u>with no bolt on weights</u> .	27,000 lbs., minimum.	YES	NO
• Bucket:	3.0 C. Y. general purpose with bolt on cutting edge, integral spill plate, and bolt on bottom wear plates, minimum.	YES	NO
• Tires:	20.5 x 25 L-3 (non-radial tires)	YES	NO
• Lights:	4 front and 2 rear working halogen, directional and signal lights including blinkers and stop/tail lights.	YES	NO
• Fenders:	Front and Rear.	YES	NO
• Back up alarm:	Included.	YES	NO
• Exterior Strobe light:	Low Profile, LED, with in cab on/off switch (less than 6" from cab).	YES	NO
• Fuel tank:	Minimum of 58 U.S. gallons.	YES	NO

GENERAL OPERATING SPECIFICATIONS AND DIMENSIONS

• Breakout force:	Minimum 20,000 lbs.	YES	NO
• Engine:	6 cylinder turbo-charged diesel.	YES	NO
• Net Flywheel Horsepower:	135 minimum hp, must be able to lift and transport 8,500 lb. City snow blower with factory installed counter weights	YES	NO
• Electrical System:	24V electric starting system, minimum 65 amp alternator and electrical disconnect switch.	YES	NO

TRANSMISSION/POWERTRAIN

• Transmission:	Minimum 4 forward and 3 reverse gears.	YES	NO
• Accessory:	Must have a quick gear kickdown button.	YES	NO
• Speed:	Minimum 20mph forward.	YES	NO

BRAKES

• Pedals:	Minimum 2 with the left pedal capable of neutralizing transmission, with switch to activate and deactivate neutralizer.	YES	NO
-----------	---	-----	----

HYDRAULICS

• Type:	Sealed, full flow system.	YES	NO
• Automatic bucket positioner:	Included, must be adjustable to different bucket angles.	YES	NO
• Lift kickout:	Included, must be adjustable to different lift heights.	YES	NO
• Third valve:	Included in machine warranty, and must also include lines out to front with quick disconnect.	YES	NO
• Ride control:	Included, for life of the machine. Bidder may bid equivalent system to dampen bouncing when roading or traveling over rough terrain.	YES	NO
• Spools:	Three-two lever.	YES	NO

- Implement hydraulics pump: Minimum 40 gpm. YES NO
- Hydraulic cycle time: Maximum of 14 seconds measured with a rated bucket load. YES NO

OPERATOR'S COMPARTMENT

- Cab: Integral ROPS design. Must meet both OSHA and MSHA standards for operator sound. YES NO
- Heater, defroster, air conditioner, pressurized cab with filtered air circulation system: Included. YES NO
- Monitoring system & gauges: Must include monitoring system to monitor all major machine system functions. Shall be equipped with gauges to monitor fuel level, engine oil pressure, coolant temperature, transmission oil temperature, volt or amp meter, hour meter. YES NO
- Operator's seat: Air ride. Shall be cloth covered, suspension type seat with adjustments for height, weight, fore/aft., back recline, lumbar support, seat cushion tilt and arm rest adjustment. YES NO
- Seat belt: Minimum 3" retractable. YES NO
- Radio/electrical : Radio ready with 12V AM/FM radio with CD player and be supplied with a voltage converter for communications radio with a minimum of 20 amps. YES NO
- Windshield wiper: Intermittent wiper & washers, minimum front and rear. YES NO
- Mirrors: Interior rear view mirrors. YES NO
- Steering wheel & transmission control lever: Shall be adjustable fore and aft, single unit. YES NO
- Steering articulation: Shall be in front of operator station. YES NO
- Female power socket: 12 volt in cab YES NO

DIFFERENTIALS

- Limited slip differential: Included, both front & rear. YES NO

ACCESSORIES

- Equipment Coupler for "Sno-Go" Blower & other City equipment Must be compatible with existing Balderson coupler equipment now in use. YES NO
- Vandalism protection: Included. YES NO
- Anti-freeze to -40 degrees F: Included. YES NO

WARRANTY

- 6 year or 7, 500 hours, full machine with mileage included: Minimum. YES NO

MISCELLANEOUS

- Rear hitch towing pin: Included YES NO
- Service, parts, and operations manuals: Included. YES NO
- 6 year, 7,500 hour guaranteed buy-back: Included. YES NO
- Customer list for the last three years: Included with the proposal. YES NO
- Mileage included for service work in warranty: Included YES NO
- Successful bidder shall contact the City Street department for location of incoming control cable and mounting of control box in operator's compartment for Sno-Go blower. YES NO