

CITY OF LIVINGSTON, MONTANA

**CALL FOR BIDS**

**NOTICE IS HEREBY GIVEN** that the City of Livingston, Montana, is accepting sealed bids for:  
**One (1) Used Roll-Off Truck for the Solid Waste Department**

Sealed bids will be received by the Livingston City Finance Office, 110 South B Street, Livingston, Montana, until **November 2<sup>nd</sup>, 2018 at 2:00 p.m.**, at which time the bids will be publicly opened at the City Finance Office before the City Finance Officer for One (1) **Used Roll-Off Truck for the Solid Waste Department.**

**Please write the name of the project on the front of the sealed bid.**  
**One original and one copy must be submitted for each bid**

**The physical address is:**

City Finance Office, 110 South B Street, Livingston, Montana.

**The mailing address is:**

City Finance Office, 110 South B Street, Livingston, Montana 59047

Bids must be received before 2:00 p.m. on November 2<sup>nd</sup>, 2018. Two original copies must be submitted – no faxed or electronic bids will be accepted. Bids will be opened and read following the close of bids.

Full and detailed specifications on the equipment to be furnished may be obtained at the City Public Works Office, 330 Bennett Street, Livingston, Montana 59047, telephone number (406) 222-5667.

Each bid or proposal must be accompanied by a Certified Check, Cashier's Check, or Bid Bond payable to the City of Livingston, Montana, in an amount not less than Ten percent (10%) of the total amount of the bid.

Any submitting entity under this invitation to bid must sign and return the required affirmation stating that they will not discriminate on the basis of race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability in the exercise of contract should it be awarded to that entity. Each entity submitting under this notice shall also recognize in writing the eventual contract will contain a provision prohibiting discrimination as described above and this prohibition on discrimination shall apply to the hiring and treatment of the Contractor's employees and to all subcontracts.

No bid may be withdrawn after the scheduled time for the public opening of bids, which is  
2:00 p.m. on November 2<sup>nd</sup>, 2018

The right is reserved to reject any or all proposals received, to waive informalities, to postpone the award of the contract for a period of not to exceed Sixty (60) days, and to accept the bid which is in the best interests of the Owner.

The City of Livingston is required to be an Equal Opportunity Employer

**DATED** at Livingston, Montana, this October 12<sup>th</sup>, 2018

Legal Ad Published in Livingston, Montana  
October 12, 2018  
October 19, 2018  
October 26, 2018

**INSTRUCTIONS TO BIDDERS**  
**FOR**

**One (1) Used Roll-Off Truck for the Solid Waste Department.**

**BID DOCUMENTS:** The bid documents for the City of Livingston for **One (1) Used Roll-Off Truck for the Solid Waste Department** include the Invitation to Bid, this Instruction to Bidders, the Bid Specifications, the Bid Form, and the Purchase Agreement.

**BIDS:** All bids must be legibly written in ink. No alterations by erasures or interlineations will be permitted in bids or in the printed forms. Two copies of each bid shall be enclosed in a sealed envelope addressed to: Livingston Finance Director, 110 S. B Street, Livingston, Montana 59047, or physically delivered to the address on the Invitation to Bid and endorsed on the outside of the envelope with the words: **One (1) Used Roll-Off Truck for the Solid Waste Department.** Bids shall be strictly in accordance with the prescribed Bid Form. Any modifications thereof or deviations there from may be considered as sufficient cause for rejection. Bids carrying riders or qualifications to the bid being submitted may be rejected as irregular.

**Each Bidder must return a signed Bid Form incorporating as Exhibit 2 a copy of the Bid Specifications indicating on each line item of equipment or required service whether the Bidder can provide the equipment/service shown in that category or whether the Bidder can provide similar equipment or required service meeting the listed equipment or required service and indicating the details of the alternative equipment or required service. The City reserves the right to reject any alternative equipment or required service.**

**Each bid shall indicate the total bid price.**

**The price quoted in a bid shall include all items of labor, materials, tools, equipment and other costs necessary to fully complete the manufacture and delivery of the One (1) Used Roll-Off Truck for the Solid Waste Department pursuant to the Bid Specifications. It is the intention of the Bid Specifications to provide for and require a complete One (1) Used Roll-Off Truck for the Solid Waste Department of the type prescribed in the Bid Specifications and ready for operation by the City.**

**Any items omitted from the Bid Specifications which are clearly necessary for the completion and operation of such equipment and its appurtenances shall be considered a portion of such equipment although not directly specified or called for in the Bid Specifications.**

**In all cases, materials must be furnished as specified.**

**Acceptance of delivery of the One (1) Used Roll-Off Truck for the Solid Waste Department shall not release the successful contractor from liability for faulty design, workmanship or materials appearing even after final payment has been made.**

**The City reserves the right and shall be at liberty to inspect all materials and workmanship at any time during the manufacturing process and shall have the right to reject all materials and workmanship which do not conform to the specifications. However, the City is under no duty to make inspection, and if no inspection is made, the chosen contractor shall not be relieved of any obligation to furnish materials and workmanship strictly in accordance with specifications.**

**BID SECURITY:** To be considered, the bid must be accompanied by a bid security unconditionally payable to the *City of Livingston* for ten percent (10%) of the total amount of the bid and attached as Exhibit 1 on the Bid Form. Each Bidder shall expressly covenant in the bid that if the Bidder is awarded the bid, the Bidder will, within thirty (30) days after the bid is awarded, enter into a Purchase Agreement with the City of Livingston in substantially the same form as shown on the Purchase Agreement. Bid security must be provided in a form specified in §18-1-203, MCA, which includes, but is not limited to, certified check, cashier's check, bank draft, bid bond, guaranty bond, or surety bond. Bid security through a bid, guaranty or surety bond must be issued by a surety company authorized to do business in the State of Montana. The bid security protects and indemnifies the City against the failure or refusal of the successful Bidder to timely enter into the Purchase Agreement.

**SIGNATURE OF BIDDERS:** Each bid must be signed in ink by the Bidder with the Bidder's full name and business address or place of residence. If the Bidder is a firm or partnership, the name and residence of each member must be inserted. If the bid is submitted by or in behalf of a corporation, it must be signed in the name of the corporation by a corporate official authorized to bind the corporation and who shall also affix the corporate seal of the corporation to the bid. Any bid by a corporation signed by a person other than a corporate officer must be accompanied by a power of attorney showing that person's authority to sign for the corporation.

**RESPONSIBILITY OF AGENT:** Any person signing a bid as the agent of another, or of others, may be required to submit satisfactory evidence of authority to so sign.

**TITLE:** The position title of any person executing the bid or Agreement shall be clearly indicated beneath the signature.

**RESPONSIBLE BIDDER:** Bidder is not deemed a responsible bidder if Bidder is delinquent in the payment of property taxes or special improvement districts assessments within the City of Livingston.

Any Bidder required by the Livingston Municipal Code to have a general business license in the City of Livingston must obtain such license before a bid can be awarded to a bidder.

**EXAMINATION OF SPECIFICATIONS:** Before submitting a Bid, each Bidder should examine the Bid Specifications, Instructions to Bidders, the Bid Form, and the Purchase Agreement thoroughly and become familiar with federal, state, and local laws, ordinances, rules, and regulations that may, in any manner, affect the cost or delivery of the goods.

**INTERPRETATION OF CONTRACT DOCUMENTS:** If any person contemplating submission of a

bid for the proposed Purchase Agreement is in doubt as to the true meaning of any part of the specifications, that person may submit a written request to the City for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed purchase agreement will be made only by an addendum duly issued and a copy of any such addendum will be mailed or delivered to each person receiving the specifications.

**TIME OF COMPLETION:** The time of delivery of the goods to be purchased is a basic consideration of the contract. It is necessary that each Bidder satisfy the City of the Bidder's ability to deliver the goods being purchased within the stipulated time.

**ADDENDA:** If applicable, any addenda issued during the time of bidding, or forming a part of the specifications provided to Bidder for the preparation of Bidder's proposal, shall be covered in the bid and shall be made a part of the Purchase Agreement. Receipt of each addendum shall be acknowledged in the bid. Any bid in which all issued addenda are not acknowledged will be considered incomplete and will not be read.

**WITHDRAWAL OF BID:** No Bidder may withdraw any bid for a period as specified in the Invitation to Bid after the date and hour set for the Bid opening declared herein. Prior to that time, Bidder may withdraw a bid by written request. The request to withdraw a bid must be signed in the same manner and by the same person or persons who signed the bid.

**ACCEPTANCE AND REJECTION OF BIDS:** The City reserves the right to accept or reject the bids in the best interest of the City. The City reserves the right to waive informalities and irregularities in any bid submitted, to reject non-conforming, non-responsive or conditional bids, to correct arithmetic errors without changing unit price, and postpone awarding of the Purchase Agreement for a period not exceeding sixty (60) days.

**AWARD OF BID:** If the bid is to be awarded, City will award the bid to the responsible Bidder whose bid is responsive and conforms to all material terms and conditions of the bidding documents and proposed Purchase Agreement, is in the best interest of the project, and other factors considered. If the bid is awarded, the award will be made within the period specified in the Purchase Agreement. The successful Bidder will be notified by letter mailed to the address shown on the bid that the bid has been accepted and that Bidder has been awarded the bid.

**CANCELLATION OF AWARD:** The City reserves the right to cancel the award of any bid at any time before the complete execution of the Purchase Agreement by all parties without any liability against the City.

**EXECUTION AND APPROVAL OF AGREEMENT:** The Purchase Agreement shall be signed by the successful Bidder and returned within the time shown on the bid. If the Purchase Agreement is not executed by the City within twenty (20) days following receipt from Bidder of the signed Agreement, Bidder has the right to withdraw the bid without penalty. The Purchase Agreement is not effective until it has been fully executed by all of the parties thereto.

**FAILURE TO EXECUTE AGREEMENT:** Failure to execute the Purchase Agreement shall be just cause for annulment of the award. In the event of such annulment, the bid guarantee shall be forfeited to the City, not as a penalty, but as liquidation of damages sustained. Award may then be made to the next lowest responsible and qualified Bidder, or the project may be re-advertised as the City may decide.

**PAYMENT:** Payment for all goods purchased under the Purchase Agreement will be made by the City within the time period specified in and in accordance with the procedures outlined therein.

**NON-DISCRIMINATION:** In accordance with law, each entity submitting a bid shall affirm on the form provided by the City that the Bidder shall not discriminate in the performance of the work called for in the Bid Specifications on the basis of **race, color, religion, creed, sex, age, marital status, national origin, or because of actual or perceived sexual orientation, gender identity or disability**, with regard to, but not limited to, the following: employment upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, selection for training, or rendition of services.

It is further understood that any vendor who is in violation of this clause shall be barred forthwith from receiving awards of any purchase from the City of Livingston unless a satisfactory showing is made that discriminatory practices have ceased, and the recurrence of such acts is unlikely.