



270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

September 18, 2017

XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX
XXXXXXXXXXXXXXXXXX

SUBJECT: New Mini Excavator and Skid-steer Bid

Dear XXXXX:

This letter is your notification of the City of Powell's intent to request bids for the purpose of purchasing new 2017 or newer Mini Excavator and Skid-steer with trade-ins of used Mini Excavator and Skid-steer as a package for the City of Powell Water and Electric Departments.

Enclosed please find the following documents:

- Invitation to Bid
- Instructions to Bidders
- Equipment Specifications
- Bid Proposal
- Bid Sheet
- Contract
- Checklist

These forms will enable you to submit a bid for the above-mentioned bid. Should you require any additional information, please do not hesitate to contact me at the address and phone number listed below.

We thank you in advance for your interest in the City of Powell.

Sincerely,





Bill Winters, Water Department Superintendent
Larry Carter, Electric Department Superintendent
City of Powell
270 N Clark St
Powell, WY 82435
(307) 754-5106



270 North Clark Street – Powell, Wyoming 82435
(307) 754-5106 – FAX (307) 754-5385

INVITATION TO BID

Sealed bids for the supply and delivery of new 2017 or newer Mini Excavator and Skid-steer with trade-ins of used Mini Excavator and Skid-steer as a package for the City of Powell Water and Electric Departments will be received by the City of Powell, 270 North Clark, Powell, Wyoming, 82435 until **10 am, Tuesday, October 10, 2017.**

Mailed and hand delivered bids shall have the words “**Mini Ex/Skid-steer**” written on the outside of the envelope. The bids will be publicly opened, read and acknowledged at the above hour and date and award will be made as soon thereafter as practicable.

Bids received after the time and date above will be rejected and returned unopened.

Copies of the details, requirements and specifications may be obtained from the City of Powell, 270 North Clark, Powell Wyoming, free of charge.

The City of Powell reserves the right to reject any or all bids and to waive informality in any bid received.

BY ORDER OF THE CITY OF POWELL

John F. Wetzel
Mayor, City of Powell

Publish: **FIRST
FINAL**

Tuesday
Tuesday

September 26, 2017
October 3, 2017

CITY OF POWELL, WYOMING

1.0 INSTRUCTIONS TO BIDDERS

1.1 Purpose

The attached Bid Specifications are submitted to solicit bids from qualified vendors for the supply and delivery of new 2017 or newer Mini Excavator and Skid-steer with trade-ins of used Mini Excavator and Skid-steer as a package for the City of Powell Water and Electric Departments. City owned trade in equipment may be viewed in advance during City work hours by calling ahead and making an appointment. An ongoing replacement program is possible with this bid.

1.2 Bid Submittal

Sealed bids (using the City of Powell Bid Forms) will be accepted by the City of Powell, Powell, Wyoming, 82435, until 10:00 AM, Tuesday, October 10, 2017. The bids will be publicly opened, read and canvassed on the above hour and date and award made as soon thereafter as practicable. It is the bidder's responsibility alone to ensure delivery of the sealed bids to the hands of the City of Powell prior to the bid opening time stipulated in the Invitation to Bid.

1.3 Preparation of Bid

All bids must be submitted on the required bid form. All blank spaces must be filled in, in ink or typewritten and the bid must be fully completed and executed when submitted. No alterations in the bid or in the printed forms will be acceptable.

2.0 GENERAL CONDITIONS

2.1 Bid Security

All bids must be accompanied by bid security in the form of a certified check, cashier's check or bid bond, payable without conditions to the City of Powell, in the amount of five (5) percent of the amount of bid. The bid security will be retained by the City of Powell as liquidated damages should the successful bidder refuse or fail to enter into contract agreement within ten (10) days from the date of "Notice of Award".

2.2 Right to Reject Bids

The City of Powell reserves the right to reject any or all bids, to waive technicalities or informalities and to accept any bid deemed to be in the best interest of the City.

2.3 Wyoming State Preference

Preference is hereby given to materials, supplies, agricultural products, equipment, machinery and provisions produced, manufactured, supplied or grown in Wyoming, quality being equal to articles offered by the competitors outside of the state (16-6-106). It will be up to the successful bidder to comply with W.S. 16-6-201 through 16-6-206 Wyoming Preference Act of 1971.

2.4 Price Protection

Prices quoted in the bid shall be firm prices and not subject to increase during the term of any contractual agreement between the City and Vendor. All prices are to be F.O.B. point of delivery, less any federal excise and state sales taxes. Vendors must stipulate the expiration date of quoted prices.

2.0 GENERAL CONDITIONS - continued

2.5 Variations to the Bid Specifications

Any variations to the bid specifications must be submitted at the time of the bid opening in writing so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendor will be responsible for satisfying the City regarding substitutions.

3.0 SELECTION PROCESS

3.1 Evaluation

Appropriate city staff will review and evaluate all bids.

3.2 Selection

Following the evaluation process described above, the evaluation staff will present their recommendation to the City Administrator. The City will make all decisions regarding selection and awarding of contract. The decisions of the Mayor and Council will be considered final.

2017 City of Powell Mini Excavator Specifications - Long Arm, Keyless Start
Specifications shown are Minimums for Power and Hydraulic Systems,
Specifications shown are Maximums for Dimensions and Weights

Engine - Turbo Tier 4, No DPF or DEF needed

Emissions Tier (EPA)	Tier 4 (no DPF or DEF)
Engine Model - Turbocharged	List Model
Engine Make	List Make
Engine Fuel	Diesel
Maximum Governed RPM	2.400 rpm
Horsepower	33.5 hp
Gross HP	33.5 hp
NetHP	31.2hp
Number of Cylinders	3
Engine Cooling	liquid

Performance

Operating Weight (w/cab and clamshell)	8,995 lbs
Weight Class	3.6 t
Travel Speed - High	2.9 mph
Travel speed .. Low	1.6 mph
Arm Digging Force	3986 lbf
Bucket Digging Force	6,968 lbf
Rated Lift Capacity	3130 lbf
l-ift Radius	118 in
Boom Swing - Left	75"
Boom Swing - Right	55"
Maximum Dig Depth	11.2 ft

Max Dump Height	11.5 ft
Maximum Reach at Ground Level	18.1 ft
Slew Speed	8.6 rpm
Maximum Depth of Vertical Wall	95"
Ground Pressure (Rubber)	5.1 psi

Capacities

Fuel Tank	13.7 gal
Hydraulic Reservoir	2.2 gal

Hydraulic System

Auxiliary Std Flow	16.9 gal/ min
Auxiliary Pressure	2,987 psi
Number of Hydraulic Pumps	2
Pump Type	1 Piston/1 Gear
Pump Capacity	29.1 gal/ min

Dimension

Overall Length in Travel Position	190.3 in
Width	69 in
Height	96.2 in
Height with Operator Cab	96.2 in
Tail Overhang, Side	min -3.5 in max - 4 in
Blade Width	69 in
Length of track on ground	64.8 in

2017 City of Powell Skid-steer Specifications

Specifications shown are Minimums for Power and Hydraulic Systems,
Specifications shown are Maximums for Dimensions and Weights

Engine Tier 4, No DPF or DEF Needed

Emissions Tier (EPA)	Tier4 (No DPF or DEF)
Engine Cooling	Liquid
Engine Fuel	Diesel
Horsepower	74hp
Engine Model	List Model
Engine Make	List Make
Cooling System	3 gal min
Gross HP	74 hp
Net HP	70.5 hp
Number of Cylinders	4
Torque (SAE NET)	206.5 ft-lbf
Torque RPM	1,800 rpm
starter Horsepower	4 hp

Performance

Rated Operating Capacity (SAE)	2,180 lb
Tipping Load	4360 lb
Operating Weight	7610 lb
Travel Speed	7.1 mph
Travel Speed (2- speed option)	12.3 mph
Bucket Breakout Force	6,960 lbf
Lift Breakout Force (SAE)	4,673 lbf

Capacities

Fuel Tank	23.9 gal
engine oil with Filter	2.4 gal
Hydraulic Reservoir	2.7 gal
Hydraulic System Capacity	11 gal
Transmission (Final Drive)	10.3 gal

Hydraulic System

System Relief @ Quick Couplers	3,500 psi
Auxiliary Std Flow	23 gal/ min
Auxiliary High Flow	30.5 gal/ min
Pump Capacity	23 gal/ mln
Raise lift Arm	3.4 s
Lower Lift Arm	3 s
Bucket Dump	2.3 s
Bucket Rollback	1.7 s

Controls

Vehicle Steering	Dual Levers
Hydraulic (Lift and Tilt)	Dual Pedals
Control Option	ACS (Advanced Control System)
Auxiliary Hydraulics Type	Fingertip

Dimensions

Length	136.8 in
Length without Attachment	108.4 in
Length with Standard Bucket	136.8 in
Width	69 in
Width (with bucket)	69 in
Height	81.3 in
Height with Operator Cab	81.3 in
Height to Bucket Hinge Pin	121 in
Reach @ Maximum Height	21.4 in
Turning Radius	83.4 in
Wheelbase	45.3 in
ROC with Counterweight Option	2380 lb
Dump Angle @ Maximum Height	37 degrees
Ground Clearance	8.1 in

68" Low Profile Bucket with Bolt on Reversible Cutting Edge

Features

Hand and Foot Controls

Air Conditioning

Adjustable Seat

Backup Alarm

Factory Interlock Control System

Cab Enclosure

Sound Option

Cab Heater

Operating Lights

Parking Brake

Radio

Rear Window

Top Window

Lift-Arm Support

Seat Belt

Suspension Seat

Two Speed Travel

Deluxe Instrumentation

Engine Shutdown

Hydraulic Bucket Positioning

High Flow Option

Auxiliary Hydraulics

Spark Arrestor Muffler

Quick-Tach Attachment System

Power Quick- Tach

ACS (Switchable Controls)

Ride Control

Horn

Severe Duty 12x16.5 Foam Filled Tires (No Pneumatic or Solid Tires)

200 lb Counterweight Kit

Backup Camera

CITY OF POWELL, WYOMING

BID PROPOSAL

The undersigned certifies that they have personally examined and read the requirements of the attached Invitation to Bid, Instructions to Bidders, General Conditions, Bid Specifications, the Proposed Contract and this Proposal and thoroughly understands the intent and stipulations therein and hereby proposes supply, transfer and delivery of new 2017 or newer Mini Excavator and Skid-steer with trade-ins of current condition City of Powell Mini Excavator and Skid-steer as a package for the City of Powell Water and Electric Departments, to the City of Powell, Powell, Wyoming.

Bids received after the time and date of Tuesday October 10, 2017, 10:00 AM, will be returned unopened.

All bids will be F. O. B., the City of Powell, Powell, Wyoming.

Any variations to the bid specifications must be submitted at the time of the bid opening, in writing, so stating the exceptions. This includes not meeting minimum specifications, or making substitutions deemed by the vendor as being equal or superior to specifications. Vendors will be responsible for satisfying the City regarding substitution. No substitutions will be considered unless approved in writing by the City.

The undersigned supplier certifies that he/she has read the above requirements and has submitted with their bid all information that the City of Powell has required.

Supplier: _____

By: _____
Original Signature

By: _____
Printed/Typed of Signature above

Title: _____

Phone #: _____

CITY OF POWELL, WYOMING

Bid Sheet

We hereby submit the following bid for new 2017 or newer Mini Excavator and Skid-steer with trade-ins of current Mini Excavator and Skid-steer as a package for the City of Powell Water and Electric Departments. Bids will be opened on Tuesday October 10, 2017 at 10:00 AM.

Bid for a _____ Mini Excavator as per specifications

(Make)

(Bid includes all accessories listed in specifications) \$ _____

Bid for a _____ Skid-steer as per specifications

(Make)

(Bid includes all accessories listed in specifications) \$ _____

Less Trade-In allowance for City Owned Mini-Excavator and Skid-steer \$ _____

Total Bid Price \$ _____

We further include the following information:

1. State delivery date: _____
2. The above price will be firm for _____ days.
3. This equipment has the following warranty: _____
4. Maintenance for the equipment can be performed by: _____
5. Estimated Life of Equipment: _____
6. Variations to the bid specification, if any: _____

7. Does your Company offer a replacement Program? Yes _____ No _____

If Yes: Dollar amount per/time to replace with new machines per equal or better spec:

Mini Excavator \$ _____ / _____ mos. Skid-steer \$ _____ / _____ mos.

Date

Company

Phone number

Signature

Title

CITY OF POWELL, WYOMING

CONTRACT

THIS CONTRACT, made in duplicate the _____ day of _____, 2017, by and between the City of Powell of Powell, Wyoming, hereinafter called CITY and _____ of _____, _____, hereinafter called SUPPLIER.

1. The SUPPLIER shall sell, transfer and deliver to CITY new 2017 or newer Mini Excavator and Skid-steer with trade-ins of City owned used Mini Excavator and Skid-steer as a package for the City of Powell Water and Electric Departments as set forth and described in the bid specifications, and in accordance with the specifications attached hereto as Exhibit "A" and incorporated herein by this reference. If said Mini Excavator and Skid-steer are not delivered by the date specified by the awarded supplier in the bidsheet, the SUPPLIER shall pay to CITY, as liquidated damages, and not as a penalty the sum of \$50.00 per calendar day for each and every day the SUPPLIER shall be in default, unless CITY grants an extension to the delivery date. SUPPLIER shall not be liable for damages because of fire, flood, strikes, riots, acts of God, or other SUPPLIER delays, or any circumstances or other causes beyond SUPPLIER'S control.

2. Upon acceptance of the above described equipment by CITY, CITY shall pay to SUPPLIER the sum of _____ and XX/100 (\$XX,XXX.XX) DOLLARS, which SUPPLIER shall receive and accept as full compensation for everything furnished under the contract.

3. The risk of loss from a casualty to the above described Mini Excavator and Skid-steer, regardless of the cause, shall be on SUPPLIER until the Mini Excavator and Skid-steer has been accepted in writing by CITY.

4. SUPPLIER warrants that the Mini Excavator and Skid-steer at the time of delivery shall be free from any security interest or other liens or encumbrances. SUPPLIER specifically extends to CITY all warranties implied by law without exclusion including, but not limited to, implied warranties of merchantability and fitness for particular purpose.

5. This Contract shall be executed and delivered in, and shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Wyoming. SUPPLIER hereby specifically agrees to submit to the jurisdiction of the Wyoming courts and submits to said courts having exclusive venue for any litigation, special proceedings or other proceeding as between the parties that may be brought, or arise out of, in connection with or by this Contract.

6. In the event either party resorts to legal action to enforce the terms and provisions of this agreement, the prevailing party shall be entitled to recover the costs of such action so incurred, including, without limitation, reasonable attorney fees.

7. Waiver by either party of a breach or violation of any provision of this contract shall not operate as, or be construed to be, a waiver of any subsequent breach of the same, or other provision hereof.

8. No modification, alteration, addition or change in the terms hereof shall be binding on either party unless reduced to writing and executed by duly authorized representative of SUPPLIER and CITY.

9. The General Conditions, General Requirements, Specifications and Bid Proposal are all essential documents to this contract and are made a part hereof as if written herein.

10. The CITY of Powell, its officers, employees, appointees and representatives, do hereby reserve their governmental or sovereign immunity from tort liability of any kind or nature and nothing herein shall be considered a waiver of immunity as provided by law. City specifically retains all immunities and defenses available to it as a sovereign or governmental entity pursuant to state law, including Wyoming Statute 1-39-101, et seq.

11. This Contract shall cancel and superseded any and all prior agreements, understandings, arrangements, promises, representations, warranties, and/or any contract of any form or nature whatsoever, whether oral or in writing and whether express or implied, which may have been entered into prior to the execution hereof between the parties, their officers, directors, or employees, as to the subject matter hereof. Neither of the parties hereto has relied upon any oral representations given to it by any representatives of the other. This Contract represents a complete and exclusive statement of the terms of the transaction between CITY and SUPPLIER.

12. This Contract shall inure to the benefits of and be binding upon the legal representatives and successors of the CITY and the SUPPLIER respectively.

IN WITNESS WHEREOF, the said parties have caused this contract to be executed by the proper officers thereunto duly authorized on this _____ day of _____, 2017.

PURCHASER:

CITY OF POWELL

By: _____
Mayor, John F. Wetzel

ATTEST:

City Clerk, Tiffany Brando

SUPPLIER:

By: _____

STATE OF WYOMING)
) SS
COUNTY OF)

The foregoing Contract was acknowledged before me by _____
for _____, this _____ day of _____, 2017.

WITNESS by my hand and official seal.

Notary Public

(SEAL)

My Commission Expires:

CITY OF POWELL

Bid Checklist

The following items will be required for a qualified bid for the supply and delivery of new 2017 or newer Mini Excavator and Skid-steer with trade-ins of used Mini Excavator and Skid-steer as a package for the City of Powell Water and Electric Departments. Bid opening date of Tuesday October 10, 2017 at 10:00 AM, City of Powell, 270 North Clark, Powell, Wyoming.

- _____ 5% ***Bid Security***
- _____ Properly executed ***Bid Proposal***
- _____ Properly executed ***Bid Sheet***
- _____ Concise breakdown of **Equipment** being bid.
- _____ Properly executed ***Bid Checklist***.

I have submitted the above referenced forms, as required, with my bid submittal package.

By: _____
Authorized Signature

Print above signature

The City of Powell appreciates the time and effort that you have devoted.