



CITY OF  
Sanford MAINE

**City of Sanford, Maine**  
**Public Works Department**

156 SCHOOL STREET, SANFORD, MAINE 04073  
(207) 324-9135

**NOTICE TO BID**

**FOR: ONE (1) NEW 4X4 LOADER BACKHOE**

1. The City of Sanford, Maine will receive sealed bids for: **One (1) New 4X4 Loader Backhoe** until **Wednesday, July 12, 2023 10:00 AM** at the Public Works Office, 156 School Street, Sanford, Maine 04073, at which time and place all bids will be publicly opened and read aloud. The Instructions to Bidders, Bid Specifications, Bid Proposal Form, and Example Purchase and Sales Agreement are available at the Public Works Office and online at [www.sanfordmaine.org](http://www.sanfordmaine.org) under **Businesses: Bid Opportunities**.

Bid awards will be made pursuant to the bid proposal results and the City's Purchasing Policies.

Date: May 31, 2023

By: Matthew E. Hill, P.E.

Matthew E. Hill, P.E.  
Director of Public Works  
City of Sanford, Maine



**INSTRUCTIONS TO BIDDERS:**  
**FOR ONE (1) NEW 4X4 LOADER BACKHOE**

Bids shall be received by the City of Sanford, Maine at the place and until the time specified in the "Invitation for Bids" for **One (1) New 4X4 Loader Backhoe** then publicly read aloud for the information of bidders and other interested parties who may be present either in person or by representative.

**1. PREPARATION OF BIDS**

- a) Bids shall be submitted in triplicate. Bid forms furnished by the City of Sanford or copies thereof shall be used and strict compliance with the requirements of the Invitation to Bid, these instructions and the instructions printed on the forms is necessary. Any bidder not utilizing the Bid Proposal Form Exhibits attached hereto shall be considered non-responsive to the Invitation to Bid. Each Bid Proposal Form must be accompanied by a copy of the Specifications.
- b) Each bid must give the full business address of the bidder and signed by an authorized representative or partnership name by one of the members of the partnership or by any authorized representative, followed by the signature and title of the person signing. Bids by corporations must be signed with the legal name of the corporation, followed by the name of the state of incorporation and by the signature and title of the president, secretary or another person authorized to bind it in the matter and such bid must be accompanied by a satisfactory Certificate of Corporate Resolution, properly executed, clearly stating that such person is authorized to so bind the corporation in the matter. The named of each person signing shall also be typed or printed below the signature. A bid by person who affixes to their signature the work "President," "Agent," or other title without disclosing their principal, may be held to be the bid of the individual signing.
- c) Erasure or other changes in the bids must be explained or noted over the signature of the bidder.
- d) Anyone submitting a bid shall agree to pass along to the City of Sanford any discounts, rebates or subsidies available as a result of abnormal or seasonal market conditions.



2. ALTERNATIVE BIDS

Alternative bids will not be considered unless explicitly called for in the Invitation to Bid.

3. INTERPRETATION OF CONTRACT DOCUMENTS

No oral interpretation will be provided to any bidder as to the meaning of the specifications or other contract documents. Every request for such interpretations shall be made in writing and addressed and forwarded to Matthew Hill, P.E. Director of Public Works, City of Sanford, 156 School Street, Sanford, Maine 04073, (3) or more days before the date fixed for the opening of bids. Every interpretation made to a bidder will be issued in the form of an addendum to the contract documents which, if issued shall be sent as promptly as practicable to all persons to whom the specifications have been issued. All such addendums shall become part of the contract documents.

4. EXAMINATION OF SPECIFICATIONS AND SCHEDULE

Each bidder or their authorized agent is expected to examine the specifications and contract documents. Failure to do so will be at the bidders own risk and they cannot secure relief on the plea of error in the bid. At its sole discretion, the City of Sanford may accept or reject bids that do not comply with specifications, contract documents and all other instructions pertaining to the bid.

5. PERSONS INTERESTED IN MORE THAN ONE BID

Except as specified in this invitation to bid, if more than one bid is offered by any one person by or in the name of their clerk, partner or other person, all such bids shall be rejected.





6. QUALIFICATIONS OF BIDDER

Each bidder must furnish a statement of bidders experience and their organization. The statement shall be submitted with the bid. The City of Sanford reserves the right to reject any and all bids at its sole discretion.

7. SUBMISSION OF BID

Each bid shall be placed in a separate envelope clearly marked on the outside BID FOR: **Public Works Department – One (1) New Loader Backhoe** and this envelope shall be placed in a second envelope for mailing purpose if necessary.

8. TIME OF OPENING OF BIDS

Bid received prior to the time of opening will be kept unopened in a secure place. The officer whose duty it is to open them will decide when the specified time has arrived and no bid received thereafter will be considered. No responsibility will attach to an officer for the premature opening of a bid not properly addressed and identified. Electronic or Faxed bids (email or fax) will not be considered.

9. SCHEDULE OF VEHICLE DELIVERY

Vehicle delivery including all parts and equipment as specified here shall be completed, delivered, and accepted no later than **(Date To be determined)** to the Public Works Department. Due to the difficulty of calculating damages for later completion, liquidated damages in the amount of \$100 per calendar day for late completion after the date for vehicle delivery shall be awarded to the buyer for delay in completion not otherwise excused or permitted under this Agreement. Exceptions to this deadline must be included in the "Exceptions to Specifications" page within the bid. Exceptions will be reviewed by the Department of Public Works after bid opening before making a recommendation to the City Council for purchase.



#### 10. WITHDRAWAL OF BIDS

Bids may be withdrawn on written request received from bidders prior to the time fixed for opening. Negligence on the part of the bidder in preparing the bids confers no right for the withdrawal of the bid after it has been opened. No bids may be withdrawn within a period of thirty (30) days after the opening of bids.

#### 11. AWARD OF CONTRACT

The Sanford City Council reserves the right to reject any or all bids, to waive any or all formalities in the bidding, to evaluate bids and otherwise to act as it deems to be in the best interest of the City of Sanford. This includes the right to purchase some or all of the vehicles included in this bid individually according to the proposed unit prices. The decision of the Sanford City Council in awarding a bid shall be in accordance with the City of Sanford's Purchasing Policy.

#### 12. TAXATION AND COMPLIANCE

The City of Sanford is a municipal corporation organized under the laws of the State of Maine and so its purchase of good is exempt from State, Federal and local sales and use taxes. The successful bidder agrees to comply with all applicable Federal, State and local statutes, laws, codes, rules, regulations, ordinances and orders in the performance of the contract.

DATE: May 31, 2023

By: Matthew E. Hill, P.E.

Matthew E. Hill, P.E.  
City of Sanford  
Director of Public Works



**Sanford Public Works Department**  
156 School St, Sanford ME 04073  
(207) 324-9135



**ONE (1) NEW 4X4 Loader Backhoe**  
**Bid Minimum Specifications**

- Model Year:** Unit must be a 2023 or newer
- Operating Weight:** Minimum of 22,000 pounds
- Engine:** Turbo charged, four-cylinder 118 horsepower, Tier 4F diesel engine with 12-volt electric starter, glow plug cold weather starting aid, engine block heater. Engine to be protected with extended life anti-freeze. Unit must have a cold weather package.
- Transmission:** 6-Speed Power Shift Style Transmission, with Auto-Shift feature. Minimum roading speed 24 mph.
- Front / Rear Axle, Differential & Brake:**  
Front Axle must be rated at a minimum of 50,500 pounds, rear axle must be rated at 50,500 pounds. Rear Axle and differential shall be heavy duty with outboard planetary final drives, with rear differential lock. Service brakes shall be hydraulic multiple wet disc and have a switch to engage four-wheel braking. Parking brake shall be electric over hydraulically operated, spring applied hydraulically released on disc. Differential lock must be able to be engaged on the fly.
- Front Wheel Drive:** Mechanical front wheel drive, with drive shaft guard. Switch to be located in cab. Front wheel drive must be able to be engaged on the fly.
- Electrical:** 12-Volt electrical system. Alternator shall be a minimum of 156 amp., 2 Heavy Duty Batteries shall be a minimum of 1,000 CCA. Unit must have horn and back-up alarm. Unit must have internal/external 12-Volt power points. All electrical wires must be color coded and numbered. Unit must have a battery disconnect switch.

- Lights:** Unit shall have a minimum of 4 front LED work/headlights and 4 rear/side LED work lights. 2 front directional lights, 2 rear stop/tail/directional lights.
- Tires:** Tires shall be Michelin Power CL 340/80-18 Traction Front Tires. Michelin Power CL 500/70-24 Traction Rear Tires.
- Cab:** Deluxe cab, with dual doors, HVAC, AM/FM Radio, Tilt/Telescopic steering column. Air Suspension fabric seat, front/rear wipers/washers, interior rear-view mirror, Unit must have opening windows in both doors that will open fully to the rear of the machine and lock in place. Unit must have rear opening windows behind the doors that open fully and lock in place. Unit must have a two-piece rear window that can be stored overhead as one piece overhead or both pieces overhead. Sound level in the cab must not exceed 79 dB(A). Unit must have a Deluxe Monitor.
- Hydraulic System:** Load sensing, axial piston pump, closed center hydraulic pump, 58.1 gallons per minute minimum. All hydraulic hoses must have part number tagged as well as having a QR reader code affixed to them. Unit shall have rear hydraulic circuit with hydraulic lines terminated on the mid-point of the dipstick. This hydraulic system must be able to be used with a one-way or two-way flow, with valve to allow flow to return to the hydraulic tank. Unit shall have a 3<sup>rd</sup> auxiliary function on the loader end of the machine. This 3<sup>rd</sup> function hydraulic system must be able to be adjusted for hydraulic flow in cab by the operator. Unit shall have a Work Tool Harness located on the front of the machine.
- Backhoe & Extendahoe:** Unit shall have hydraulic quick detach for bucket. Unit shall have an extendable outer box dipper stick, with built in serrated edge for gripping objects. Unit shall have anti-swing cushion valve. Unit shall have Electric over Hydraulic excavator style controls which are armrest mounted. Unit must have an in-cab backhoe to excavator control changer. Excavator Controls for e-stick function shall be located on the joysticks. Foot controls WILL NOT be accepted. Unit shall have electrical over hydraulic operated stabilizers with reversible pads and auto-up feature. Unit shall have antidraft system on the boom, dipper stick as well as extendahoe. Unit shall have the maximum amount of front counter weight available to compensate for the e-stick and attachments. Unit shall have a minimum dig depth of 19' 3", a minimum bucket dig force of 16,777 pounds extended. Unit shall have 24" Heavy Duty Rock Bucket and Hydraulic Thumb which meshes with the teeth on the bucket.

**Loader:** Unit shall have an "IT" style hydraulic coupler. Unit shall have a 1.75 cubic yard GP front bucket with bolt on edge. Unit shall have return to dig feature.

**Other Required Items / Features:**

Unit shall have front and rear fenders

Unit shall have Ride Control

Unit shall have a 7 year/3500 Hour Powertrain & Hydraulics Warranty or equivalent to, subject to agreement with the city

Unit shall have an electronic maintenance and parts record or book also include Operations Manual

Unit shall include lock out tag out procedures

Unit shall include training for employees operating unit





## **BID PROPOSAL FORM**

To: City of Sanford  
C/O Matthew E. Hill, P.E.  
Director of Public Works  
156 School Street  
Sanford, Maine 04073

In compliance with your Notice to Bid and Instructions to Bidders, all dated **Wednesday, July 12, 2023** the undersigned proposes and agrees as follows:

1. To furnish according to the attached specifications as designated by Director of Public Works or his/her designee as follows:
  - a) Amount is to be indicated in both words and in figures. In case of discrepancy, the amount shown in words will govern.
  - b) The bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for the receiving bids.
  - c) Upon receipt of written notice of the acceptance of this bid, bidder will execute the formal contract attached within 10 days.

**1. TOTAL PRICE OF: One (1) New 4X4 Loader Backhoe:**

\$ \_\_\_\_\_ \$ \_\_\_\_\_  
**Price in Words**

**\*Bid Rejection: The unrestricted right is reserved by the City to reject any and all bids or parts thereof, or to waive any formalities or technicalities in said bids/proposals.**

### EXCEPTIONS TO SPECIFICATIONS

Any exception, variations or clarifications to the Specifications must be set forth on this form and included with the Bid Proposal Form. These exceptions must be spelled out in detail, numbered and make reference to exact page number for easy comparison. It is a failure of the bidder to note on this form any and all exceptions to any portion of the specifications as designated that means that the providing of **Public Works Department – One (1) New 4X4 Loader Backhoe** must meet or exceed in all respects any and all specifications not so noted. Failure to denote exceptions in the above manner may be cause for rejection of the entire bid.

Exception  
Number

Details

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Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023

BY: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

In compliance with the above notice to bidders the undersigned declares that:

1. The only person or persons interested in the bids set forth herein as principal or principals is or are named herein and no other person who is mentioned herein has any interest in this proposal or the contract to be entered into. This proposal is made without connection with any other person or person company or parties making a bid or proposal and it is in all respects fair and in good faith without collusion or fraud.
2. The undersigned has examined all of the contract documents regarding this bid and has informed themselves of all the terms and conditions included and set down in said contract documents. They have examined the Bid Proposal Form, each Vehicle's Specification, and the Instructions to Bidder. They have read all special provisions furnished prior to the opening of bids and have satisfied themselves relative to the work to be performed.

3. All names and addresses of all persons interested in this bid as principal are as follows:

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4. We have been in business under the present name for \_\_\_\_ years, during which time we have never failed or defaulted on any contract awarded.

Dated this \_\_\_\_ day of \_\_\_\_\_ 2023

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(Signature)

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(Print Name)

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(Name of Entity)

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(Address of Entity)

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(Title, Person Signing Bid)



CITY OF  
Sanford MAINE

## City of Sanford, Maine

### Public Works Department

156 School Street, Sanford, Maine 04073

(207) 324-9135

## PURCHASE AND SALES AGREEMENT

Agreement entered into on the date noted below between the City of Sanford, a municipal corporation under the laws of Maine, located in the County of \_\_\_\_\_ and the State of Maine (hereinafter referred to as "SANFORD, and \_\_\_\_\_ with its principal place of business in \_\_\_\_\_ hereinafter referred to as "SELLER").

Now Therefore, in consideration of the mutual promises contained herein by SANFORD and SELLER, (hereinafter collectively referred to as the "PARTIES"), it is hereby agreed by and between the PARTIES as follows:

1. Upon the terms and subject to any conditions set forth in the Agreement, the Bid Proposal Form, the Instructions to Bidder, Exceptions to Specifications and the Specifications, copies of which are attached here to and incorporated herein, Sanford agrees to purchase **one (1) new 4X4 Backhoe Loader** from the SELLER as follows:

Total Bid price of \$ \_\_\_\_\_

\_\_\_\_\_  
(Amount in Words)

2. If the SELLER elects to deliver the \_\_\_\_\_ with minor equipment shortages, SELLER will certify in writing to SANFORD the nature of such shortages. In such event, the portion of the purchase price allocable to the equipment not delivered shall not be payable until its subsequent delivery, unless prior written consent of SANFORD is obtained.
3. There shall not be any amount of Federal, State, Local Sales, use or other such taxes, added to the purchase price or any portion thereof because SANFORD is a tax-exempt organization. SANFORD shall provide the SELLER a tax-exempt certificate or other evidence of its tax-exempt status upon demand.
4. This agreement, which includes the Notice to Bid, Instructions to Bidders, Bid Proposal with Exceptions, Specifications, and any attached documentation constitutes the entire agreement and understanding between the PARTIES for

the purchase of the new \_\_\_\_\_ listed above. This agreement may not be amended or terminated without the prior written consent of both PARTIES.

5. It is expressly understood and agreed that SANFORD shall not be obligated to tender the contract total purchase price set forth in paragraph one of this agreement unless and until SELLER shall concurrently deliver the **One (1) New 4X4 Loader Backhoe** to Sanford and all associated equipment.
1. Vehicle/Equipment delivery including all parts and equipment as specified here shall be completed, delivered, and accepted no later than **to be determined** by the Public Works Department. Due to the difficulty of calculating damages for later completion, liquidated damages in the amount of \$100 per calendar day for late completion as noted in the Instructions to Bidder.
2. In the event of any litigation involving this agreement, the PARTIES hereby agree that the litigation shall be brought in the courts of the State of Maine and all Maine Laws including appropriate statutes and case law, shall apply.
3. This agreement shall not be effective until (A) executed by a duly authorized officer or official of the Sanford, and (B) accepted by a duly authorized officer of SELLER. The execution of this agreement of behalf of SANFORD shall constitute a representation that SANFORD has full legal authority to enter into this agreement and that this agreement is a valid and binding and unconditional obligation, enforceable against SANFORD in accordance with its terms. If requested by the SELLER, SANFORD shall furnish favorable legal opinion of its counsel to such effect.

\_\_\_\_\_  
Witness

By: \_\_\_\_\_  
Matthew E. Hill, P.E.  
Director of Public Works  
City of Sanford, Maine

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_



**ADDENDUM #1 – QUESTIONS AND ANSWERS**  
**REQUESTS FOR PROPOSALS ON**  
**ONE (1) NEW 4X4 LOADER BACKHOE**

Sanford Department of Public Works  
CITY OF SANFORD, MAINE  
156 School Street  
Sanford, Maine, ME 04073

UPDATED: June 13, 2023

The following Questions have been submitted regarding the subject proposal and Answers are provided as noted below:

1. Q: Is the City a member of “Sourcewell” for equipment discounts?

A: No.

2. Q: Is there a trade-in as part of this proposal?

A: No, not at this time.

3. Q: Besides the specifications, are there important factors that the City will consider as part of making a decision on purchasing?

A: Yes, the City requires demonstratable ability to provide timely and responsive outside service and maintenance when larger repair issues arise. Parts availability is also a significant consideration.

4. Q: Is the City interested in a machine demonstration?

A: The City is generally interested in demonstrations at any time. Once bids are opened, the City’s Fleet Management Team reserves the right to request specific demonstrations from bidders, interview the proposers, check references, and tour their maintenance facilities as necessary.