

**BID SPECIFICATIONS AND CONTRACT DOCUMENTS
FOR THE
ACQUISITION OF ONE 2021 OR NEWER MOTOR GRADER**

May 12, 2021

Madison County, Montana
P.O. Box 278
Virginia City, MT 59755

BIDDER'S NAME: _____

TOTAL BID SUBMITTED: \$ _____
(as submitted on enclosed bid form)

INFORMATION FOR BIDDERS

Bids will be received by Madison County (herein called the "Owner"), at the County Commissioners' office, 103 W. Wallace, Virginia City, MT 59755 until 1:00 p.m., local time on Tuesday, June 15, 2021. The bids will be publicly opened and read aloud at the regularly scheduled County Commissioners Public Meeting to be held in the Second Floor Courtroom at the Madison County Administrative Office Building, on Tuesday, June 15, 2021, at 1:00 p.m. The envelope shall be plainly marked on the outside with the words "Bid Response – One Grader - 2021".

Each bid must be submitted in a sealed envelope, addressed to the Madison County Commissioners, at P.O. Box 278, Virginia City, MT 59755. Each sealed envelope containing a bid must be plainly marked on the outside as "Bid Response – One Grader – 2021" and the envelope shall bear on the outside the name of the Bidder and its address. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed as above.

BOARD OF COUNTY COMMISSIONERS
Madison County Administrative Office Building
P.O. Box 278
Virginia City, MT 59755

Notwithstanding the attached cover sheet/title page, all bids must be made on the required bid form. All blank spaces for bid prices must be filled-in in ink or typewritten, and the bid form must be fully completed and executed when submitted. Only one copy of the bid form is required.

The Owner may waive any informalities or minor defects or reject any and all bids. Any bid may be withdrawn prior to the above scheduled time for the opening of bids or authorized postponement thereof. Any bid received after the time and date specified shall not be considered. No Bidder may withdraw a bid within thirty (30) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between the Owner and the Bidder.

The Bid documents contain specifications of the goods to be furnished. Information obtained from an officer, agent, or employee of Owner or any other person shall not affect the risks or obligations assumed by the Bidder or relieve him from fulfilling any of the conditions of the Agreement.

The party to whom award is made will be required to contract with Owner within ten (10) calendar days from the date when Notice of Award is delivered to the Bidder. A Notice of Award shall be accompanied by the necessary agreement. In case of failure of the Bidder to contract with Owner, the Owner may at his option consider the Bidder in default, in which case the bid bond accompanying the proposal shall become the property of the Owner.

The Owner, within ten (10) days of receipt of any agreement, shall sign the agreement and return copy. Should the Owner not execute the agreement within such period, the Bidder may by written notice, withdraw his signed agreement. Such notice of withdrawal shall be effective upon receipt of the notice by Owner.

A Notice to Proceed shall be issued within ten (10) days of the execution of the agreement by the Owner. Should there be reasons why the Notice to Proceed cannot be issued within such period, the time may be extended by mutual agreement between the Owner and the Supplier. If the notice to proceed has not been issued within the ten (10) day period or within the period mutually agreed upon, the Supplier may terminate the agreement without further liability on the part of either party.

The Owner may make such investigations as he deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that Bidder is properly qualified to carry out the obligations of the agreement and to complete the work contemplated therein.

A conditional or qualified bid will not be accepted. Award will be made to the lowest responsive and responsible Bidder.

All applicable laws, ordinances, and the rules and regulations of all authorities having jurisdiction over suppliers of equipment shall apply to the agreement throughout.

SUPPLEMENTARY INFORMATION FOR BIDDERS

1.1 GENERAL REQUIREMENTS: Each bid must be accompanied by Bidder's accurate and complete list of written specifications and standard options covering the goods which it is proposing to furnish and to which the goods delivered under the contract must conform.

1.1.2 It is the intent of these specifications to cover performance and delivery to the Owner complete goods equipped as specified. All specifications herein contained are considered as minimum. Some items have been specified by brand name or model number. These have been carefully selected because their reliability, compatibility with present equipment, and local availability of parts. Bids may be rejected which substitute less substantial materials and/or methods than those specified.

1.1.3 Bidder shall fully comply with Product Minimum Specification List. Bidder shall note its inability to meet the specification or propose an alternative. Failure to provide the required exception list with the bid proposal will be cause for rejection of the proposal.

1.1.4 Such details and other construction features not specifically covered herein or not at variance with these specifications should conform with standards legally recognized or developed in the trade of producing such goods.

1.2 RELIABILITY OF CONTRACTOR: Contractor shall furnish satisfactory evidence that he has the ability to construct the goods specified, and shall state in the bid proposal the location of the factory where goods were built.

1.2.1 Proposals will only be considered which are submitted using the latest technologies and governing standards.

1.2.2 All Bidders shall provide, upon request, the names of current owners where similar goods have been furnished. Bidders shall provide the name and telephone number of a contact person for each location listed.

1.3 INSURANCE REQUIREMENTS: Each Bidder must submit upon request a Certificate of Insurance listing the proposed manufacturer's product liability insurance coverage. The submitted Certificate shall name the goods manufacturer, insurance company, policy number, and effective dates of the insurance policy. Bids submitted without the required Certificate will be considered non responsive and may be automatically rejected.

1.3.1 The manufacturer shall maintain full insurance coverage on the goods from time of first possession by the bidder until the goods are delivered and accepted by the Owner. Owner reserves the right to require proof of insurance from the manufacturer's insurance carrier prior to entering into a contract for the goods.

1.4 REJECTIONS OF PROPOSALS: The right is reserved to reject any or all proposals or to accept such proposal as is in the best interest of the Owner.

1.4.1 Owner does not, in any way, obligate itself to accept the lowest Bid.

1.4.2 Proposals may be rejected for any alteration, erasures, or penciled entries.

1.4.3 Bidder's taking "total exception" to these specifications are hereby advised that any such statement will result in immediate rejection of the bid proposal.

- 1.5 ALTITUDE REQUIREMENTS:** The goods shall be designed to meet the specified rating at Owner's destination altitude.
- 1.6 SERVICE REQUIREMENTS:** To provide the Owner with a source of parts over the anticipated life of the goods, goods manufacturer shall have available for immediate shipment, a complete line of replacement parts for the goods. Bidder shall indicate in his bid the name and location of a factory backed service facility which would service the goods should the need arise.
- 1.7 CONTRACT AWARD:** Contract will be awarded to the most "responsible bidder", provided that bid is in the best interest of the Owner.
- 1.7.1 When analyzing the bid proposals, and in recommending a successful Bidder, superior design, workmanship, materials, operating costs, past experience, length of incorporation and compliance to specifications will be taken into consideration.
- 1.7.2 Nationally recognized financial ratings will be used as a determining factor of the financial strength and stability of the manufacturing company being bid, and may be considered when selecting the successful Bidder.
- 1.7.3 Owner reserves the right to waive any formality in the bids received when such waiver is in the best interest of the Owner and, also, to accept any item in the Bid found to be of superior quality or otherwise preferred by the Owner.
- 1.8 RESERVED**
- 1.9** Final delivery price shall not include any Local, State or Federal taxes. The Bidder shall not be liable for any State or Federal mandated tax or program after sale or delivery of the goods.
- 1.10** Bidder shall be responsible to assure all goods delivered **will meet all specifications and applications set forth in the attached Bid Specifications.**
- 1.11** Bidder will provide blank copies of any and all standard form documents it will propose as forming additional terms and condition of the contract for the purchase of the goods. Bidder understands and acknowledges Owner may reject all or any portion of the standard form documents. Such acknowledgement by Bidder is made with complete understanding of the prospect of default under the provisions of these contract documents and, in addition, forfeiture of the Bid Bond.
- 1.12** As the bid is for the purchase of goods the Additional Bid Form is included for the Bidder to give additional information to Owner for evaluation.

MADISON COUNTY, MONTANA
BID FORM AND SPECIFICATIONS

Proposal of _____, hereinafter referred to as "Bidder", organized and existing under the laws of the State of _____, doing business as: _____ * Madison County, Montana, hereinafter referred to as "Owner".

* Insert "a corporation", "a partnership", "an individual" or other legal entity as applicable.

In compliance with Owner's Advertisement for Bids, Bidder hereby proposes to deliver to the Owner, one Motor Grader in strict accordance with the Contract documents, within the time set forth therein, and at the price stated below.

By submission of this Bid, the Bidder certifies, and in the case of a joint Bid, each party hereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication, or agreement as to any matter relating to this Bid with any other Bidder or with any competitor.

Bidder hereby agrees to provide the one Motor Grader, as specified under this contract, on or before a date to be specified by the Owner, and to fully comply with all requirements as set forth in the bid documents.

Bidder states that the prices listed herein shall include all labor materials, removal, overhead, profit, insurance and all other costs relating to the providing of the one Motor Grader.

Bidder understands that the Owner reserves the right to reject any or all bids for any reason, to waive any informalities in the bids received, and to accept the bid which best serves the interests of Owner.

Bidder states that he has thoroughly read all bid documents and submits his bid based upon the same, and agrees to fully comply with all requirements set forth therein. Bidder also represents that the person below signed has authority to make such bid.

Manufacturer: _____
Facility where goods manufactured: _____
Facility where replacement parts may be obtained: _____
“Exceptions to Specifications”: _____
Name of Bidder: _____
Mailing Address of Bidder: _____
Street Address of Bidder: _____
City, State, Zip Code of Bidder: _____

Seal

Signature: _____
Title: _____
Date: _____

Bid Specifications for one new Motor Grader, model year 2021 or newer

The one Motor Grader shall be new, current year manufacture, that is of the manufacturer’s latest design and production, complete, serviced, and ready for work and includes all standard equipment. Additionally, all major machine components must be manufactured by the machine manufacturer (such as engine, transmission, etc.). Quoted machines must include a complete list of all standard manufacturer’s features and options. All features and specifications must be standard manufacturer installed (OEM). Machines quoted must be a NACD product made for the North American market. Absolutely no “gray market” machines are acceptable.

The vendor or manufacturer of the motor grader, which are seriously considered for award, shall, at the request of the customer, demonstrate said motor grader at a location chosen by the customer and in the presence of an authorized customer representative to prove out any features which may be in question. Failure of the demonstration machine to meet customer requirements may be adjusted as nonconformance to these specifications.

The quoted Motor Grader must meet the following specifications:

PRODUCT MINIMUM SPECIFICATIONS

Country of Origin	
Yes _____ No _____	Made in the United States of America.
	State Country of Origin where machine is manufactured if other than the United States.
Steering	
Yes _____ No _____	Full Hydraulic Power Steering on Front Wheels. Frame Articulation-Hydraulically Actuated. Steering Wheel with Armrest mounted Joystick controls (electric over hydraulic).
Yes _____ No _____	Steering Wheel for Operator Safety that Takes Priority Over Joystick Steering
Engine	
Yes _____ No _____	9.0L – 548 cu. in. Engine shall reach no less than the following SAE net horsepower in the gears 1-8: 1st 220hp, 2nd 230hp, 3rd 245hp, 4th 250hp, 5th 260hp, 6th 270hp, 7th 275hp, 8th 275hp. Must meet Final Tier 4 Emission specifications.
Yes _____ No _____	Adjustable height engine pre-cleaner.
Cooling	
Yes _____ No _____	Engine fan shall automatically adjust fan speed via a variable displacement hydraulic fan pump to meet engine cooling requirements to minimize power demand from the engine, reduce vehicle noise levels, improve fuel economy, and improve vehicle performance.
Yes _____ No _____	Engine power shall automatically compensate for power draw of the fan system to maintain a constant horsepower available to maintain vehicle performance independent of cooling system power draw.
Yes _____ No _____	Engine fan shall be able to automatically reverse and allow the operator to choose the time interval for the reversal to occur through the vehicle monitor.
Yes _____ No _____	Pivoting coolers provide access for quick air cleanout of dust and debris

Transmission	
Yes _____ No _____	Auto-shift transmission with transmission bottom guard
Yes _____ No _____	The transmission shall have eight forward and eight reverse speeds with built-in diagnostics
Yes _____ No _____	Transmission shall be event-based shifting (EBS) or use load sensing electronic shift modulation with over speed protection
Yes _____ No _____	6WD: Inching capability down to 0 mph and precision mode (propelled by front wheels only)
Brakes	
Yes _____ No _____	Service-Foot Operated, effective on all 4 Tandem Wheels. Brakes shall be continuously pressurized, filtered, oil cooled. Parking brake shall be multi-disc, oil-cooled, spring-applied, hydraulically released, sealed, adjustment-free, and integrated into the transmission.
Yes _____ No _____	Differential Lock/Unlock shall be capable of being engaged or disengaged at any time during vehicle operation without incurring damage to the differential and differential lock system. Engagement shall not be restricted or determined by vehicle speed, vehicle shifts, or tandem tractive conditions (tandems slipping).
Yes _____ No _____	Unit shall be equipped with system capable of automatically engaging and disengaging differential lock to optimize tractive capability, while at the same time providing the operator with the ability to manually engage differential lock during any vehicle operation
Yes _____ No _____	Distance between center of tandem wheels shall be no less than 60.8 in
Moldboard & Circle	
Yes _____ No _____	14 Ft. x 24 In. x 7/8 In. Moldboard with 8 In. x 3/4 In. Cutting Edges & 5/8 In. Hardware
Yes _____ No _____	Premium Circle with Integrated Slip Clutch - Fully sealed and lubricated roller element slewing bearing. No adjustment; fully sealed and lubricated.
Yes _____ No _____	4000 Hour Circle Gearbox Service Interval
Yes _____ No _____	500 Hour Circle Greasing Interval
Yes _____ No _____	Circle has no shims, no wear inserts, and no jack screws to maintain adjustment
Yes _____ No _____	Moldboard wear strips shall be adjusted with jack screws, providing shim-less adjustment capability both vertical & horizontal.
Yes _____ No _____	Blade Lift Protection and Blade Float
Yes _____ No _____	Impact Absorption System - Accumulators for protection from upward forces to blade
Tires	
Yes _____ No _____	17.5R25 Michelin SnoPlus
Cab	
Yes _____ No _____	Fully enclosed ROPS Short Cab with Heavy Duty Heater, Air Conditioner, Defrost, and Floor Mat
Yes _____ No _____	Cab utilizing laminated glass with fixed lower front and side opening windows
Yes _____ No _____	In-Cab Switch Module shall be sealed to keep out dirt, dust, and airborne debris.

Yes _____	No _____	AM/FM Radio with AUX and Weather Band (WB)
Yes _____	No _____	Rear Retractable Sunshade
Electronic Monitoring System to monitor the following functions:		
Yes _____	No _____	Service Brake Pressure
Yes _____	No _____	Hydraulic Oil Temperature
Yes _____	No _____	Transmission Oil Temperature
Yes _____	No _____	Park Brake "On"
Yes _____	No _____	Engine Oil Pressure
Yes _____	No _____	DPF cleanliness level
Yes _____	No _____	Engine coolant temperature
Yes _____	No _____	Rear steer articulation angle
Yes _____	No _____	Alternator Volts
Yes _____	No _____	Fuel level with low level visual warning
Yes _____	No _____	Diesel exhaust fluid level with low level visual warning
Yes _____	No _____	Engine Air Filter Restriction
Yes _____	No _____	Transmission Oil Filter
Yes _____	No _____	Differential Lock
Yes _____	No _____	Service Code Warning
Yes _____	No _____	Saddle Lock Pin
Serviceability		
Yes _____	No _____	Filter bank including hydraulic, transmission, axle filters in the same compartment.
Yes _____	No _____	Daily check points shall be accessible from the left side of the engine behind one service door and shall be done from ground level.
Yes _____	No _____	Unit shall be equipped with OEM provided wireless communication system capable of updating system control software wirelessly.
Yes _____	No _____	Diesel particulate filter (DPF) ash service interval as needed (up to the engine overhaul of 15,000 hours between diesel particulate filter ash removal)
Yes _____	No _____	Unit shall be equipped with OEM provided wireless communication system capable of updating system control software wirelessly.
Yes _____	No _____	Hydraulic filter shall have a service interval of 2000 hours
Yes _____	No _____	Hydraulic oil change service interval shall be no less than 4000 hours
Yes _____	No _____	Transmission oil filter service replacement interval shall be 2000 hours
Yes _____	No _____	Rear axle oil filter shall have a service interval of 2000 hours
Yes _____	No _____	Transmission oil interval shall be no less than 2000 hours
Yes _____	No _____	Tandem oil interval shall be no less than 4000 hours
Additional Equipment (Minimum Spec)		
Yes _____	No _____	Dual 100 Amp Alternators (200 Amp total)
Yes _____	No _____	Rear Camera
Yes _____	No _____	Articulation Indicator
Yes _____	No _____	Premium Grading Lights – 18 LED Lights
Yes _____	No _____	Standard Height Front Lights

Yes _____ No _____	Factory Integrated Cross Slope System to allow operator to hold a consistent slope on the moldboard with a single lever
Yes _____ No _____	Deluxe Air Suspension Heated Seat
Yes _____ No _____	Engine Coolant Heater
Yes _____ No _____	Ether Start Aid
Yes _____ No _____	Toolbox
Yes _____ No _____	Transmission Bottom Guard
Yes _____ No _____	Front Scarifier Lift Group – Rylind Style
Yes _____ No _____	Auxiliary Hydraulics – 3 Front Auxiliary Functions and 3 Rear Auxiliary Functions – With Float Control on 4 Functions
Yes _____ No _____	Hour Meter
Yes _____ No _____	24 Volt Starting System
Yes _____ No _____	Seat Belt
Yes _____ No _____	Strobe Beacon
Yes _____ No _____	Heated Outside Mirrors and Inside Rear-View Mirror
Yes _____ No _____	Fully Adjustable Control Console
Yes _____ No _____	Window Defroster Fans
Yes _____ No _____	Upper Front Wipers
Yes _____ No _____	Lower Front Wipers
Yes _____ No _____	Rear Mounted Ripper/Scarifier Combination with Rear Hitch and Pin
Yes _____ No _____	Float Control for Ripper Hydraulics
Yes _____ No _____	Horn
Yes _____ No _____	Back-Up Alarm
Yes _____ No _____	Slow Moving Vehicle (SMV) Sign
Yes _____ No _____	Floor Heater or Vents on Floor
Yes _____ No _____	Right Side Engine Compartment
Yes _____ No _____	Left Side Engine Compartment
Yes _____ No _____	Chrome Exhaust Pipe
Yes _____ No _____	3 Additional 12-Volt Outlets to installed by dealer prior to delivery. Additional outlet bank to be installed in front upper left corner of the cab. See Ray at Alder District Shop for additional details or questions.

Motor Grader Manufacturer and Model Number: _____

Miscellaneous Specifications/Requirements

- Full Machine Warranty to include all parts and labor required for 7 years or 7500 hours of operation, whichever occurs first from the date of delivery. Warranty repairs will be completed during regular working hours.
- Bidder is to provide oil sample bottles for full sampling of machine’s fluids while machine is under warranty.
- Bidder will provide two sets of all service manuals, parts books, and operator manuals.
- Quoting dealer must be a factory authorized servicing and warranty repair dealer with manufacturer trained service personnel on all aspects of any unit quoted/sold.
- Servicing/selling dealer must employ at least one factory authorized field mechanic living within 100 miles of Madison County. No travel time or mileage will be charged to Madison County Road Department while under warranty.

- Warranty work will be performed in a manner by agreement of owner.
- Every machine bid may be subject to a demonstration period of no less than 5 workdays and 40 hours prior to purchase decision at the convenience of the Madison County Road Department at no cost.
- Parts will be OEM and available within 24 hours if ordered by 3:00 pm MST. Dealer will have at least 92% over the counter availability on product quoted and will be asked to provide proof.
- The successful bidder shall deliver quoted machine and provide a minimum 8 hours of operation, maintenance and safety training by a factory authorized Certified Trainer at the Madison County Road Department shop. Refresher operation, maintenance and safety training will also be provided each year by the same or equal qualified trainer while under warranty at no additional cost.
- Annual machine inspection and adjustments as prescribed in the maintenance guides shall be provided by the dealer, performed in the field, unless convenient prior arrangements are made.
- Machine transport costs to the repair facility and back to the county, or travel time and mileage, during the “Warranty” period will be provided by the dealer.
- 95% guaranteed machine availability (computed on a 2080 hour work year). After any continuous downtime greater than 40 work week hours, a replacement comparable machine shall be provided or an hourly assessment of \$60.00 per hour shall be charged to the dealer to cover a replacement rental machine. \$200.00 per hour shall be charged the dealer at the anniversary date for downtime in excess of 5%.
- Delivery shall be F.O.B. Madison County Road Department, Alder, Montana.
- All replacement parts shall be original equipment parts or remanufactured parts recommended and warranted by bidder, and the parts shall be provided within forty-eight (48) hours of notification. The owner shall have the option of accepting or rejecting remanufactured components.
- Madison County reserves the right to void authorization if representative arrives late, impaired, without necessary tools, or is obviously unable to determine or repair the problem.
- In all cases, the dealer shall be the sole source of contact regarding service, major maintenance, periodic inspection, parts availability, and buy back requirements for the motor graders.
- If an additional Warranty, Guarantees, and/or Extended Coverage is offered, please attach a written statement.
- If there are other specifications that may be unique or standard concerning your equipment, please attach a written statement.

BID FORM:

PURCHASE PRICE of ONE (1) MOTOR GRADER WITH PREMIUM CIRCLE OR COMPETITIVE EQUIVELENT CIRCLE (HIGHEST SPECIFICATION/TIER)	
Purchase Price	
Trade-In Value 772GP – SN: 1DW772GPKFF671187	
Cost of additional options needed to meet bid spec not included in purchase price but listed on other pages	
Total Bid Cost to Meet Spec (less trade-in)	
*Annual Circle Maintenance Cost	
**Total Estimated Circle Maintenance Cost Over 6 Years and 7000 Machine Hours	

*Annual circle maintenance cost is based on replacing one set of circle wear inserts (all circle wear inserts) every year. Include service estimate from quoting dealer with in-field service labor to complete replacement. Attach official service estimate quote with bid packet for review.

**Total estimated circle maintenance cost is based on replacing one set of circle wear inserts (all circle wear inserts) every year as well as completing circle drive gear box oil change at manufacture's specified intervals.

Expected Lead Time of New Grader	
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Exceptions to Bid Specifications (Specify Included Option(s) Where Quoted Machine Does Not Meet Bid Spec):

NOTICE OF AWARD

TO: _____

DESCRIPTION: PURCHASE OF ONE (1) MOTOR GRADER

The OWNER has considered the BID submitted by you in response to its bidding requirements.

You are hereby notified that your Bid has been accepted for items in the amount of

\$ _____

You are required to execute the attached documents within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said documents within ten (10) days from the date of this Notice, said Owner will be entitled to consider all your rights arising out of the Owner's acceptance of your Bid as abandoned and as a forfeiture of you Bid Bond. The Owner will be entitled to such other rights as may be granted by law.

You are required to return this Notice of Award to the Owner.

Madison County, Montana

By:

Date

Title:

ACCEPTANCE OF AWARD

The undersigned states that he has read and fully understands the foregoing Notice of Award, and accepts the same.

DATED this _____ day of _____, 2021.

CONTRACTOR:

By: _____

Title: _____

NOTICE TO PROCEED

TO:

DESCRIPTION: Purchase of one new Motor Grader

You are hereby notified to commence performance in accordance with the contract documents dated _____, 2021, you are to deliver the goods within _____ days.

DATED this _____ day of _____, 2021.

MADISON COUNTY, MONTANA

By: _____

Title: _____

ACCEPTANCE OF NOTICE TO PROCEED

The undersigned states that he has read and fully understands the foregoing Notice to Proceed, and accepts the same.

DATED this _____ day of _____, 2021.

CONTRACTOR:

By: _____

Title: _____

AGREEMENT FORM

Agreement made on _____, 2021 between, Madison County, Montana, ("Owner"), and _____ ("Supplier").

Owner and Supplier, for the consideration set forth herein, agree as follows:

1. The Supplier will commence and complete the delivery of one new Motor Grader.
2. The Supplier will furnish all goods and other collateral items as set forth in the Agreement
3. The Supplier will commence the required work within ten (10) calendar days after the date of the Notice to Proceed and will complete the same within the period specified herein.
4. The Supplier agrees to furnish all of the goods described herein for the sum of \$_____, or as shown in this Agreement.
5. This Agreement includes, by attachment, the following:

- Motor Grader Bid Specifications
- General Conditions
- Agreement Form
- Bid Form and Responses
- Call for Bids
- Information for Bidders
- Notice of Award
- Notice to Proceed
- Supplier provided purchase contract forms

When interpreting this Agreement where language conflicts between any of the above documents such conflict shall be resolved in favor of the language in that document first listed above.

6. The Owner will pay to the Supplier in the manner and at such times and amounts as set forth herein.
7. This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

In Witness Whereof, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement on the date set forth above.

Owner:

By:

Title:

Attest:

By:

Title:

Supplier:

By:

Title:

Attest:

By:

Title:

GENERAL CONDITIONS

1. DESCRIPTION

The contract is for the purchase of one new Motor Grader, F.O.B. Madison County Road Department, Alder, Montana.

2. MATERIAL

All goods must be furnished new in accordance with this Agreement.

3. PAYMENT

Within thirty (30) days of the receipt of all invoices, the Owner will pay to the Supplier in the manner and at such times and amounts set forth herein.

4. DELIVERY

Time is of the essence and delivery and performance must be effected within the time stated herein and the documents attached hereto. No acts of the Owner, including without limitation, acceptance of partial late deliveries shall operate as a waiver of this provision. In the event of any delay, the Owner shall have, in addition to other legal and equitable remedies, the option of placing this order elsewhere and holding the Supplier liable for damages. However, the Supplier shall not be liable for damages as a result of delays due to causes not reasonably foreseeable which are beyond its reasonable control and without its fault or negligence, such as acts of God, acts of civil or military authorities, governmental priorities, fires, strikes, floods, epidemics, war or riot; provided that notice of the conditions causing this delay is given to the Owner within five days of the time when Supplier first receives knowledge thereof. In the event of any such delay, the date of delivery shall be extended for the period equal to the time actually lost by reason of the delay.

5. WARRANTY

Supplier warrants that all goods, articles, material and work covered by this agreement will conform with applicable drawings, specifications, samples and/or other descriptions given, will be fit for the purposes intended, of first class quality, and Supplier agrees to hold the Owner harmless from any loss, damage or expense which Owner may suffer or incur on account of Supplier's breach of warranty. Supplier shall replace, repair, or make good without cost to the Owner any defects or faults arising within one year or within such longer period of time as may be prescribed by law or by terms of any applicable warranty provided the Supplier after date of acceptance of goods furnished hereunder (acceptance not to be unreasonably delayed) resulting from imperfect or defective work done or materials furnished by Supplier. Acceptance or use of goods by the Owner shall not constitute a waiver of any claim under this warranty. Except as otherwise provided in this agreement, Supplier's liability hereunder shall extend to all damages proximately caused by the breach of any of the foregoing warranties or guarantees.

6. PATENTS

Whenever the Supplier is required to use any design, device, material or process covered by letters patent, trademark or copyright, the Supplier shall indemnify and hold harmless the Owner from any and all claims for infringement by reason of the use of such patented design, device, material or process in connections with the contract and shall indemnify the Owner for any costs, expenses and damages which it may be obliged to pay by reason of such infringement at any time during the prosecution or after the completion of the work. In case said equipment, or any part thereof, or the intended use of the goods, is in such suit held to constitute infringement and the use of said equipment or part is enjoined, the Supplier shall, at its own, and at its option, either procure for the Owner the right to continue using said equipment or parts; or replace the same with substantially equal but non-infringing equipment, or modify it so it no longer infringes.

7. COMPLIANCE WITH LAW

Supplier warrants that all goods sold hereunder shall have been produced, sold, delivered, and furnished in strict compliance with all applicable laws and regulations to which the goods are subject. Supplier shall execute and deliver such documents as may be required to effect or evidence compliance. All laws and regulations required to be incorporated in agreements of this character are hereby incorporated herein by this reference. The Supplier agrees to indemnify and hold the Owner harmless from all costs and damages suffered by the Owner as a result of the Supplier's failure to comply with said law.

8. ASSIGNMENT

The Supplier shall not assign, transfer, or convey this order or any monies due to become due hereunder without the prior written consent of the Owner.

9. COMPLETE AGREEMENT

This agreement, including these terms and conditions, the specifications hereto and any additional terms and conditions incorporated into and attached hereto, constitutes the sole and entire agreement between the parties hereto. The Supplier's quotation is incorporated in and made a part of this agreement only to the extent of specifying the nature and description of the goods ordered, and then only to the extent that such items are consistent with the other terms of this agreement. No other terms or conditions shall be binding upon Owner unless accepted by it in writing.

10. NONWAIVER

Failure of Owner to insist upon strict performance of any of the terms and conditions hereof or failure or delay to exercise any rights or remedies provided herein or by law or to promptly notify Supplier in the event of breach, or the acceptance of or payment for any goods hereunder, or approval of design, shall not release Supplier of any of the warranties or obligations of this purchase order and shall not be deemed a waiver of any right of Owner to insist upon strict performance hereof or any of its rights or remedies as to any such goods, regardless when shipped, received or accepted, or as to any prior or subsequent default hereunder, nor shall any purported oral modification or rescission of this purchase order by Owner operate as a waiver of any of the terms thereof.

11. APPLICABLE LAW

The definitions of terms used, interpretation of this agreement and the rights of all parties hereunder shall be construed under and governed by the laws of the State of Montana.

12. OWNER'S PERFORMANCE OF SUPPLIER'S OBLIGATIONS

If the Owner directs the Supplier to correct nonconforming or defective goods by a date to be agreed upon by the Owner and the Supplier, and the Supplier thereafter indicates its inability or unwillingness to comply, Owner may cause the work to be performed by the most expeditious means available to it, and the Supplier shall pay all costs associated with such work.

Supplier shall release Owner and its contractors from all liability and claims of any nature resulting from the provision of such goods not caused by the negligence or acts of Owner.

Supplier's contractual, including warranty, obligations shall not be deemed to be reduced, in any way, because such work is performed or caused to be performed by Owner.