

**INVITATION FOR BID  
YELLOWSTONE COUNTY  
METRAPARK LP PNEUMATIC FORKLIFT**

Notice is hereby given that the Board of County Commissioners of Yellowstone County, Montana will receive sealed bids for the purchase of a new/unused 2024 or 2025 model year forklift. Bids must be submitted to the Board of County Commissioners, P.O. Box 35000, Billings, MT 59107 or delivered to their office until 3:00 p.m. March 17<sup>th</sup>, 2025. Envelopes containing bids must be labeled 'Metra Forklift' in the lower right-hand corner. and mailed with 4 copies (1 original and 3 copies) to the Board of County Commissioners, PO Box 35000, Billings, MT 59107 or delivered to their office, Room 3101, located on the 3<sup>rd</sup> floor of the Stillwater Building, 316 North 26<sup>th</sup> Street, Billings, MT 59101.

All bids received will be time and date stamped. The time and date stamped on each bid must indicate that it was received no later than 3:00 p.m. March 17<sup>th</sup>, 2025.

All timely bids will be opened and read aloud at 9:00 a.m. March 18<sup>th</sup>, 2025 in the Commissioner's Boardroom. All bids received that are time and date stamped later than 3:00 p.m. March 17<sup>th</sup>, 2025 will not be opened.

All bids must include a Bid Security made in favor of Yellowstone County in an amount equal to 10% of the total bid. The security may consist of a bid bond, cash, a cashier's check, a certified check, a bank money order, a certificate of deposit, a money market certificate, or a bank draft. The security must be: a) drawn and issued by a federally chartered or state chartered bank or savings and loan association that is insured by or for which insurance is administered by the Federal Deposit Insurance Corporation; or b) drawn and issued by a credit union insured by the National Credit Union Share Insurance Fund; or c) a bid bond or bonds, original only, no photocopies, executed by a surety company authorized to do business in the State of Montana. Facsimiles, personal and/or business checks are not an acceptable form of security.

Questions related to the bid specifications should be address to Kole Kuntz at [kkuntz@yellowstonecountymt.gov](mailto:kkuntz@yellowstonecountymt.gov) or 406-256-2412. For questions concerning the bid procedure contact Matt Kessler, Purchasing Agent, at [mkessler@yellowstonecountymt.gov](mailto:mkessler@yellowstonecountymt.gov) or 406-256-2717. Bid documents are also available on the Yellowstone County web-site, <https://www.yellowstonecountymt.gov/purchasing/>

The Board of County Commissioners will award to the lowest and most responsible bidder. The Board reserves the right to reject any or all bids received, to waive informalities, to evaluate the bids submitted and to accept the bid which best serves the interests of Yellowstone County.

**COMPLIANCE WITH LAWS**

The Contractor must, in performance of work under this contract, fully comply with all applicable federal, state or local laws, rules, and regulations, including the Montana Human Rights Act, Civil Rights Act of 1964, the Age Discrimination Act of 1975, and the American with Disabilities Act of 1990. Any subletting or subcontracting by the Contractor subjects Subcontractors to the same provisions. In accordance with Section 49-3-207, MCA, the Contractor agrees that the hiring of

persons to perform the contract will be made on the basis of merit and qualifications and there will be no discrimination based upon race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing under the contract.

## **INSURANCE REQUIREMENTS**

CONTRACTOR shall maintain at its sole cost and expense, commercial general liability insurance naming Yellowstone County/ MetraPark, as additional insured for this contract against liability for damages for bodily injury, including death and completed operations and property damages in a minimum amount of Seven Hundred Fifty Thousand Dollars (\$750,000.00) for each claim and One Million Five Hundred Thousand Dollars , (\$1,500,000.00), in the aggregate arising from incidents which occur as the result of Contractors negligence during the contract and for which Yellowstone County/ MetraPark, sole basis of liability is vicarious liability for the acts or omissions of the Contractor or/and subcontractors. Contractor shall maintain for this contract at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability which may arise from or in connection with the contract by Contractor, agents, employees, representatives, assigns and sub-contractors. This insurance shall cover claims as may be caused by any negligent act or omission. The policy of insurance shall be an occurrence policy with a Best Rating of A- or better and must be in force throughout the contract.

Contractor shall name on the Certificate of liability insurance Yellowstone County, as additional insured throughout the contract. In addition, Contractor will furnish to Yellowstone County/ MetraPark, a copy of the policy endorsement, CG 32 87 05 10, indicating that Yellowstone County/ MetraPark, are named as an additional insured under the Contractors insurance policy for this contract. Contractor agrees to furnish both the Certificate of insurance and policy endorsement at least ten (10) days prior to beginning work on the contract.

Contractor agrees to defend, indemnify and hold harmless Yellowstone County, from and against any and all claims demands, obligations causes of action, lawsuits and all damages and liabilities fines, judgments, costs, (including settlement costs), and expenses associated therewith (including reasonable attorney's fees and disbursements), arising from incidents that occur the result of Contractors negligence during this contract. And for which Yellowstone County, sole basis of liability is vicarious liability for the acts or omissions of Contractor. The defense and indemnification obligations under this paragraph shall not be limited by any assertions or finding that Yellowstone County, is liable for any damages by reason of a non-delegable duty.

Done by order of the Board of County Commissioners, Yellowstone County, Montana this 4th<sup>th</sup> day of February 2025.

Board of County Commissioners  
Yellowstone County, Montana

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Mark Morse, Chair

Attest:

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Jeff Martin, Clerk and Record

## Specifications

### 2024 or 2025 New/Unused Forklift

#### Basic Machine

1. 7000 – 8000 lbs. Lift Capacity
2. Overall height of Less than 95” – Must freely enter opening height of 8’ ¼” – Unit and mast max height of 8’ for clearance
3. 3 Stage Mast w/Free Lift
4. Enclosed Cab with Heater
5. Propane Power with minimum 30-gallon capacity
6. LPG Tank Bracket with Swing Out and Open bracket alarm
7. Side shift
8. 2” X 4” x 52” minimum forks
9. Adjustable Steering Wheel
10. Maximum Lift Height of 147”
11. Full Suspension Adjustable Seat
12. Electronic Back-up Alarm
13. Exterior L.E.D. Lighting
14. Two forward L.E.D working lights
15. Rear L.E.D. Stop/Backup combination lights
16. Seatbelt warning light & sound
17. L.E.D/LCD Display
18. Pneumatic or semi-pneumatic tires
19. 24 hr. on-site service response time, with local offsite repair including pickup & delivery capabilities for equipment
20. Minimum Twelve (12) month, 2,000 hours full warranty

#### REQUIREMENTS

Forklift shall meet OSHA requirements and specifications on the date of bid opening.

No bid will be considered unless accompanied by the specified bid bond.

Delivery shall be F.O.B, MetraPark campus 308 6<sup>th</sup> Ave. North, Billings, Montana 59101.

The bid shall include all operating, service, parts and technical repair manuals.

Bidders must specify an estimated delivery date.

Forklift shall be current advertised and produced model with all the latest changes and features offered as standard, whether or not called for in the specifications, except where the specification requires a substitution in lieu of the manufacturer’s standard equipment. Complete and submit the Bid Sheet with bids.

**YELLOWSTONE COUNTY METRAPARK  
FORKLIFT**

**BID SHEET**

Vendor (**Business Name**) \_\_\_\_\_

Vendor Contact \_\_\_\_\_

Numerical        \$ \_\_\_\_\_

Written \_\_\_\_\_

Off-Site Repair Roundtrip Transport \$ \_\_\_\_\_ per service

Warranty \_\_\_\_\_

Expected Delivery Date \_\_\_\_\_