

City of Delta
INVITATION FOR BIDS
WASTE WATER TREATMENT PLANT TRACTOR

The City of Delta is accepting bids on one (1) utility tractor w/ loader. Sealed bids will be accepted at the City of Delta until March 4th 2010 at 1:00pm.

Bids shall be delivered and addressed to **Rod Myers, City of Delta, 360 Main St, Delta, CO, 81416, and shall be labeled "Tractor"** Bids shall be received no later than **March 4th 2010 @ 1:00 pm.** Any Bidder who wishes their bid to be considered is responsible for making certain that bid is received by the City by the deadline. No oral, telegraphic, electronic, facsimile, or telephonic bids or modifications will be considered unless specified. Bids received after the scheduled bid submittal deadline will be deemed late and will be destroyed unopened. It is the responsibility of the Bidder to see that any bid submitted shall have sufficient time to be delivered to the City before the bid submittal deadline.

Minimum Specifications

1. Utility Tractor w/fully enclosed cab.
2. All standard features with cab including but not limited to year round climate control, wipers, glass, etc.
3. A 4 cylinder turbo charged diesel engine with 76 hp @ 2200 RPM must have either glow plugs or air heater for cold weather starting.
4. Engine block heater
5. Loader sized for the tractor with Mechanical self leveling feature & quick disconnect of loader from tractor and quick disconnect of bucket from loader frame.
6. Bucket quick attach system must be compatible with the John Deere 500 series mounting system.
7. Loader must be joystick operated.
8. Loader bucket must have a replaceable cutting edge.
9. Loader lift capacity at maximum height should be a minimum of 3,500 lbs.
10. Tractor must have 4 wheel drive.
11. 12F/12R power reverser transmission with wet clutch.
12. Transmission must have a creeper gear.
13. Front grill guard.
14. Industrial / R4 tires sized appropriately for the tractor.
15. Backup alarm.
16. **MAXIMUM PTO HP 65 @ 2400 ERPM.**
17. 540 RPM PTO.
18. Hydraulics must be of open center type and produce a minimum of 18 gpm.
19. Economy PTO functions.
20. Standard warranty must apply (Attach extended warranty options and cost as an option).
21. Two rear mount SCV's.
22. Amber beacon light mounted on top of cab
23. Rear wheel weights

24. Enclose specifications.
25. Enclose a copy of the Nebraska tractor test results on the tractor that is being bid if available.
26. Lockable fuel tank cap.
27. Two sets of operators manuals, one tech manual, one parts manual and one operator safety DVD.

OPTIONS

1. Extended Warranty.
2. 85" High volume bucket.

BID SUBMITTAL DEADLINE. Bid must be submitted in a sealed envelope and should be properly identified with the bid title and bid submittal deadline. **Bids must arrive at the City, 360 Main St, Delta, CO, 81416, by March 4th @ 1:00pm.** Telephone, telegraphic, facsimile, electronic, and late bids will not be accepted or considered. It is the Bidders' responsibility to see that their bids have sufficient time to be received by the City by the bid submittal deadline. The time at City Hall will be the governing time for acceptability of bids. Bids must bear original signatures.

REJECTION OF BIDS. **The City of Delta reserves the right to reject any bids, all bids, or any part of a bid.**

LATE BIDS. Bids not received by bid submittal deadline will be deemed late. Late bids will be unopened and destroyed.

QUESTIONS, INTERPRETATION, OR CORRECTION OF QUOTE DOCUMENTS. Bidders shall notify Rod Myers promptly of any error, omission, or inconsistency that may be discovered during examination of the solicitation. ***Requests for interpretation, correction, or clarification shall be made in writing to Rod Myers,*** either by mail or facsimile, at 640 W 4th Street, Delta, CO, 81416 or (Fax) 970-874-1165, ***and shall arrive no later than Feb 25th 2010 at 4:00pm.*** Any requests received after the deadline will not be addressed. Bidder's company name, address, phone and fax number, and contact person must be included with the request. Bidders must further agree, in addition to the terms and conditions specified herein, to the following terms and conditions that are a part of this bid and any resulting contract.

AUTHORIZED DISTRIBUTOR. Successful Bidder must be an authorized distributor for the product offered, or bidder must submit documentation from an authorized distributor that they have purchased the specified product/equipment from that distributor and that the distributor will honor all of the manufacturer's warranties.

COMPLIANCE WITH OSHA. Bidder agrees that all item(s) offered comply with all applicable Federal and the State Occupational Safety and Health Act (OSHA) laws, standards and regulations, and that Bidder will indemnify and hold the City of Delta harmless for any failure to so conform.

DELIVERY HOURS. Unless otherwise specified, all items must be delivered to: 640 W. 4th Street, Delta, CO, 81416, Monday through Friday, between the hours of 8:00 A.M. & 12:00 P.M. and 1:00 P.M. and 3:30 P.M., excluding holidays.

DEMONSTRATION OF PRODUCT. A demonstration of the item(s) offered may be required. The demonstration, if requested, shall be performed at a site designated by the City.

TAXES, FEDERAL EXCISE TAX. The City of Delta is tax exempt.

F.O.B. POINT. All shipments shall be made F.O.B. destination: 640 W. 4th Street, Delta, CO, 81416. F.O.B. destination indicates that the *seller* is responsible for shipment until it is tendered to the City of Delta. Freight costs shall be shown separately on the lines provided.

SIGNATURES. All information submitted by Bidder, including signatures, must be original. Copies will not be accepted.

BID FORM
WASTEWATER TREATMENT PLANT TRACTOR

To: Rod Myers
 City of Delta
 360 Main St
 Delta, CO, 81416

From: _____
 Name of Bidder

 Mailing Address

 City, State & Zip

Responding to Invitation Bid Title "Waste Water Treatment Plant Tractor" due _____ . The undersigned Bidder agrees to furnish and deliver one (1) tractor per the specifications. I/We have stated hereon the price(s) at which we will furnish and deliver the specified item(s) and will accept as full payment therefore the amount shown below.

DELIVERY DATE: _____
 (Specify earliest date of delivery)

<u>Item</u>	<u>Qty</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Ext. Total</u>
1.	()	EA	As specified	\$ _____	\$ _____

Mfg. _____ Model _____ Yr of Production ____

Accessories

a. _____ \$ _____
 b. _____ \$ _____

2.	()	EA	As specified	\$ _____	\$ _____
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Mfg. _____ Model _____ Yr of Production _____

Accessories

a. _____ \$ _____
b. _____ \$ _____

Exact Transportation Charges, if any\$ _____

Total Amount Bid\$ _____

Total Amount Bid Written in Words: _____
(dollars).

AMOUNT WRITTEN IN WORDS. This bid will be awarded based upon the total Amount bid **as written in words**. Where there is a discrepancy between words and figures, **WORDS WILL GOVERN**. Where there is a discrepancy between item unit price and extended total, **UNIT PRICE WILL GOVERN**. The City of Delta will not be responsible for Bidder miscalculations.

Warranty Offered by Bidder. Bidder shall provide the following information
The Manufacturer’s Warranty for item offered is:

- a. **Scope:** _____
- b. **Term:** _____

Extended Warranty. Indicate terms and price of any extended warranties available for purchase commencing upon expiration of original warranty.

- a. **Scope:**
- b. **Term:**
- c. **Price per term per unit:**

(Attached copy of the manufacturer’s extended warranty if applicable)

Service Facility. Maximum location of service facility from the City of Delta.

- a. Indicate the distance in miles from the City of Delta where the nearest service facility is located: _____ miles.
- b. Address of service facility: _____

Bidder’s Acknowledgement of their understanding of the Terms and Conditions. Signature below verifies that Bidder has read, understands, and agrees to the conditions contained herein and on all of the attachments and addenda (if any).

Bidder name (Person, Firm, Corp)

Signature of Authorized Representative

SPECIAL PROVISIONS FOR MATERIALS & EQUIPMENT

BRAND NAMES. Manufacturer's names, trade names, brand names, model and catalog numbers used in these specifications are for the purpose of describing and establishing general quality levels. Such references are not intended to be restrictive. Bids will be considered for alternative brands that meet or exceed the quality of the specifications listed for any item.

BRAND SUBSTITUTIONS. Bids will be considered for items complying substantially with specifications, provided deviations to the specifications are stated and items are described in detail. When offering alternate products, it is the responsibility of the bidder to indicate the brand names and model/catalog numbers, and to provide evidence of the equality of the items to the products specified in the solicitation. Standard catalog sheets or technical data will not be accepted in lieu of this requirement. The City of Delta will be the sole judge of whether such alternates are equivalent to the items specified. The City of Delta reserves the right to waive immaterial variations in the specifications.

DELIVERY TIME

Time is of the essence of this contract. Bidder shall state earliest delivery time on Bid Form. The City of Delta reserves the right to cancel any order not received within the time stated by the Bidder in his bid. Delivery time will be a factor in award of bid where a maximum time for delivery is stipulated herein. Bid documents will inform Bidder when delivery is a factor in award of bid.

F.O.B. POINT & SHIPPING CHARGES. All prices shall be quoted F.O.B. destination, 640 W. 4th Street, Delta, CO, 81416. All shipping, handling and freight charges must be shown separately on the Bid Form in the space provided.

HOLD HARMLESS. Successful Bidder agrees to indemnify, defend, and hold harmless the City of Delta, it's governing body, officers, employees, and insurance carriers, individually and collectively, from all losses, claims, suits, demands, expenses, subrogation, attorneys' fees, or actions of any kind in nature resulting from personal injury to any person (including bodily injury and death), or damage to any property, arising or alleged to have arisen out of Bidder's negligent acts, errors, omissions, for provision of the products specified under the contract. The amount and type of insurance coverage requirements set forth herein, or lack thereof, will in no way be construed as limiting the scope of indemnity in this paragraph.

MANUFACTURER & MODEL NUMBER. Bidder must state the manufacturer name and model number of each item proposed on Bid Form in the space provided.

NEW AND UNUSED. Unless specifically provided to the contrary, all materials and equipment shall be new and unused and of the current production year. Bids that are received for other than the current production year or for items and materials that has been previously used will be rejected.

WARRANTY, MANUFACTURER. Manufacturer shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than one (1) year from the date of final acceptance by the City of Delta. While under warranty, manufacturer shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City of Delta's operations. A copy or description of the manufacturer's warranty shall accompany each bid for the item(s) proposed, detailing the scope and length of the warranty. Where the successful Bidder is also the manufacturer of the materials or equipment provided under this contract, the Manufacturer's Warranty requirement will supersede the Successful Bidder Warranty requirement of this solicitation.

WARRANTY, SUCCESSFUL BIDDER. Successful Bidder shall fully warrant all materials and equipment furnished under the terms of this contract, against poor and inferior quality, for a period of not less than one (1) year from date of the final acceptance by the City of Delta's. Time is of the essence of this contract. While under warranty, successful Bidder shall repair or replace inoperable materials or equipment in a timely manner to minimize the disruption of City of Delta's operations.