

April 22, 2009

INVITATION TO BID

ONE (1) Zero Turn Mower

Sealed bids will be received at Gardiner City Hall, 6 Church Street, Gardiner, Maine, until 11:00 a.m. on , May 6, 2009, for One (1) Zero Turn Mower as equipped herein specified, to be delivered to the City of Gardiner Public Works Department.

Enclosed with this letter are Instructions to Bidders, Specifications and Proposal Forms.

Please forward your bid, using the form provided, along with documentation for the equipment to be provided, in a sealed envelope showing the name and address of the bidder and marked "Zero Turn Mower".

All inquires pertaining to this proposal should be directed to Reggie Grant, Public Works Director, at (207) 582-4408.

Vendors are encouraged to offer alternatives or make recommendations that may vary from the provided specifications. Alternatives and recommendations will be considered by the City and may or may not be accepted as equivalents/approved equals by the City.

The delivery date of this mower is May 29, 2009 or before. A fifty dollar per day penalty applies for delivery beyond May 29, 2009.

The City will be trading one 2004 John Deere X475 Garden Tractor with a 54 inch mowing deck. Current hours are approximately 540 hours. The mower can be seen by contacting Reggie Grant at 582-4408.

The City of Gardiner reserves the right to accept, reject or negotiate any or all bids and to make the award in the City's best interest.

Sincerely,

A handwritten signature in black ink that reads "Chuck Applebee". The signature is written in a cursive, slightly slanted style.

Chuck Applebee
Public Works Director

CITY OF GARDINER, MAINE

STANDING CONDITIONS AND INSTRUCTIONS TO BIDDERS

1. Bidders shall use the enclosed form for quotations. Whenever, in bid forms and specifications, an article or material is defined by using a trade name and catalog number of a manufacturer or vendor, the term "or approved equal" if not inserted therewith, shall be implied. Any reference to a particular manufacturer's product, either by trade name or by limited description, has been made solely for the purpose of more clearly indicating the minimum standard of quality desired. **The term "or approved equal" is defined as meaning any other make which in the opinion of the City is of such character, quality and performance equivalence as to serve the purpose for which it is to be used equally as well as that specified.** Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve the best interest of the City of Gardiner. The bidder quoting on a commodity other than as specified, shall furnish complete identification, descriptive literature or data with respect to the alternate commodity he proposes to furnish.
2. Submit a separate unit price for each item unless otherwise specified in the bid request. Award will be made on a basis of each item, or as a group, whichever is in to the best interest of the City of Gardiner. Prices should be stated, delivered to destination, less all trade discounts. Cash discounts are considered in determining low bidder.
3. Please indicate firm name and manually sign this bid in ink before returning it to the City. Failure of bidder to sign the bid may be cause for rejection of bid.
4. Bid amendments thereto, or withdrawals of bids, received after the opening date and hour will not be considered. Bids shall be subject to acceptance by Purchase Order by the City. Bids may be withdrawn by written notice, provided such notice is received prior to the time set for the opening of bids.
5. Any discrepancy between unit and total price will be governed by unit price as quoted on the original bid.
6. The City of Gardiner reserve the right to waive any formality and technicality in bids whichever is deemed best for the interest of the City of Gardiner.
7. Awards will be made to the lowest responsible bidder considering the quality of the services, supplies, materials or equipment to be supplied, their conformity with specifications, the purpose for which is required, date of delivery, and ultimate cost thereof to the City; the intent being to purchase in a manner that will best secure the

greatest possible economy consistent with the grade or quality of service, supplies, materials and equipment best adapted for the purpose for which it is needed.

8. The vendor must furnish the item as specified on the bid and any deviation may be grounds for rejection. **Any deviations will be supplied in writing from the bidder.**

9. All transportation charges, including expense for freight, transfer express, mail etc., shall be prepaid and be at the expense of the vendor unless otherwise specified in the bid.

10. Payment can be expected 30 days from delivery date. Please specify terms and cash discounts. Time, in connection with discount offered, will be computed from date of delivery at destination after final inspection and acceptance, or from date of correct invoice, whichever is later.

11. Time of proposed delivery must be stated in definite terms. If time varies for different items, the bidder shall so state. If time is the essence of the bid, the earliest date may be a factor in the award.

12. The City is exempt from payment of Federal Excise Taxes on the articles not for resale, Federal Transportation Tax on all shipments and Maine Sales Tax and Use Taxes. Please quote less these taxes. Upon application, exemption certificate will be furnished with the Purchase Order when required.

13. No contract may be assigned, sublet, or transferred without the written consent of the City of Gardiner.

14. In case of default by the vendor, the right is reserved by the City of Gardiner to procure the materials or supplies from other sources and charge any excess cost occasioned thereby to the vendor. However, the vendor shall not be held liable for any failure or delays in fulfillment of his contract arising from strikes, fires, Act of God, or any other cases, which by reasonable diligence could not be prevented.

15. The successful bidder may be required to furnish a bond conditioned for full and faithful performance of the contract.

16. These General Conditions and Instructions to bidders shall be an integral part of the attached specifications.

17. Payment can be expected 30 days from delivery date.

18. **The delivery date of this mower is May 29, 2009 or before. A fifty dollar per day penalty applies for delivery beyond May 29, 2009.**

April 22, 2009

The City of Gardiner is requesting bids for a Zero Turn Mower:

Mower Deck –

1. Will be 54 inches
2. Shaft driven
3. 3 blade
4. Hydraulic lift (specify lift in inches) minimum of six inch
5. Steel minimum of 8 gauge
6. Floating with casters

Motor

1. Liquid cooled
2. Minimum of 25 horse power
3. Continuous pressure (full pressure lube system no sump system) lube system

General

1. Parking Brake
2. Hour meter
3. Turf tire minimum 12 inch width
4. Minimum two year warranty

A list must accompany each bid/mower that points out variations and or deviations to this specification.

The delivery date of this mower is May 29, 2009 or before. A fifty dollar per day penalty applies for delivery beyond May 29, 2009.

Submit sealed bids by May 6, 2009 at 11am to:

City of Gardiner, Maine
Chuck Applebee / Director of Wastewater & Public Works
6 Church Street
Gardiner, ME 04345

BID PROPOSAL SHEET

TO: CITY OF GARDINER, MAINE
6 Church Street
Gardiner ME 04345

The undersigned proposes to furnish one (1) Zero turn mower, as specified and all necessary accessories in accordance with the Instruction to Bidders and Specifications, both of which are incorporated herein be reference.

John Deere X475 Trade in allowance \$ _____

Purchase Zero turn mower \$ _____

(Difference) Total Due \$ _____

In Writing \$ _____

Make and Model and Year: _____

State Warranty: _____

Delivery Date: _____

The delivery date of this mower is May 29, 2009 or before. A fifty dollar per day penalty applies for delivery beyond May 29, 2009.

Name of Company: _____

Signed by: _____

Title: _____

Address: _____

Telephone number: _____ Fax number: _____

Date: _____

The City of Gardiner reserves the right to accept, reject or negotiate any or all bids and to make the award in the City's best interest.

