



## INVITATION FOR SEALED BID

**BID 01-307**

**Description: FORKLIFTS – 5,000 lb. LPG and 8,000 lb. Gasoline  
Departments: FIRE DEPT. and Tulsa Convention Center  
NIGP Commodity Code(s): 560-75-00-000-0**

**Total pages including this page is 23**

**NOTE: FAXING OF BID WILL NOT BE ACCEPTED**

**Important Instruction - Read Carefully:**

**If you have obtained these bid specifications from either of:  
City of Tulsa's Fax-on-Demand (918-596-1171) or  
City of Tulsa's Website : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)**

**you must notify the buyer LARRY HOOD of your intent to bid by  
e-mail [lhood@ci.tulsa.ok.us](mailto:lhood@ci.tulsa.ok.us) in order to receive addenda. The buyer  
will always acknowledge your e-mail for your records. All addenda  
will be posted on fax-on-demand and the website.**

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**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of an authorized agent required**

**Note #2: Signature of an authorized agent and notary required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING: December 6, 2001      BID NUMBER: 01- 307**

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

**PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: November 12,13,14,15, & 16 2001**

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **NONE**

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\* **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** \*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days)  
I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

### NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.



# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says

**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

# CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# PRICING PAGE

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Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

## **BID 01-307**

### **FORKLIFTS – 5,000 lb. LPG and 8,000 lb. Gasoline**

BIDDER AGREES TO FURNISH IN ACCORDANCE WITH THE MINIMUM SPECIFICATIONS, THE FOLLOWING LISTED ITEMS AT THE UNIT PRICES BID:

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#### **ITEM 1: ONE (1) or more 5,000 lb. FORKLIFT - LPG with SAS**

\$ \_\_\_\_\_ EACH

MAKE AND MODEL OF FORKLIFT BID: \_\_\_\_\_

#### **WARRANTY INFORMATION**

**BASIC WARRANTY:** \_\_\_\_\_

**OPTIONAL EXTENDED WARRANTY:** \_\_\_\_\_

**INCLUDE COMPLETE COVERAGE, COST PER VEHICLE AND ANY DEDUCTIBLES IF APPLICABLE.**

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#### **ITEM 2: ONE (1) or more 5,000 lb. FORKLIFT - LPG**

\$ \_\_\_\_\_ EACH

MAKE AND MODEL OF FORKLIFT BID: \_\_\_\_\_

#### **WARRANTY INFORMATION**

**BASIC WARRANTY:** \_\_\_\_\_

**OPTIONAL EXTENDED WARRANTY:** \_\_\_\_\_

**INCLUDE COMPLETE COVERAGE, COST PER VEHICLE AND ANY DEDUCTIBLES IF APPLICABLE.**

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**ITEM 3: ONE (1) or more 8,000 lb. FORKLIFT – GASOLINE**

\$ \_\_\_\_\_ EACH

MAKE AND MODEL OF FORKLIFT BID: \_\_\_\_\_

**WARRANTY INFORMATION**

**BASIC  
WARRANTY:** \_\_\_\_\_

**OPTIONAL EXTENDED WARRANTY:** \_\_\_\_\_

**INCLUDE COMPLETE COVERAGE, COST PER VEHICLE AND ANY DEDUCTIBLES IF  
APPLICABLE.**

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**NOTE: THE CITY INTENDS TO PURCHASE ONE (1) OR MORE  
EACH OF EITHER ITEM 1 OR ITEM 2 (5,000 lb. LPG FORKLIFT),  
AND ONE (1) OR MORE OF ITEM 3 (8,000 lb. GASOLINE  
FORKLIFT).**

**BID 01-307**  
**FORKLIFTS – 5,000 lb. LPG and 8,000 lb. Gasoline**  
**FOR THE**  
**CITY OF TULSA**  
**PUBLIC WORKS DEPT. and TULSA CONVENTION CENTER**  
**NIGP CODE 560-75-00-000-0**

**INTENT**

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING, FOR THE SUPPLY OF **ONE (1) OR MORE EACH OF A 5,000 lb. LPG FORKLIFT AND AN 8,000 lb. GASOLINE FORKLIFT FOR THE CITY OF TULSA, OK.**

**GENERAL**

BIDS ARE TO BE BASED ON NEW, UNUSED, CURRENT PRODUCTION MODEL EQUIPMENT.

INASMUCH AS SOME DESIGNS OF EQUIPMENT VARY AMONG DIFFERENT MANUFACTURERS, THE CITY MAY ACCEPT BIDS ON EQUIPMENT WITH MINOR DEVIATIONS TO THE WRITTEN SPECIFICATIONS. GENERALLY, A MINOR DEVIATION IS DEFINED AS A DEVIATION WHICH DOES NOT: (A) MATERIALLY AFFECT THE ABILITY OF THE PRODUCT TO ACHIEVE OR ACCOMPLISH A NECESSARY FUNCTION OR TASK IN THE MANNER REQUIRED BY THE SPECIFICATIONS; (B) COMPROMISE THE SAFETY OF THE USER THEREOF; AND, (C) PRODUCE HIGHER LATENT OR PATENT COSTS TO THE CITY IN ANY OF A MULTIPLICITY OF WAYS. THE CITY OF TULSA SPECIFICALLY RESERVES THE RIGHT TO MAKE THE FINAL JUDGMENT CONCERNING WHAT IS OR IS NOT A MINOR DEVIATION AND TO AWARD THE BIDDER(S) WHOSE BID(S) BEST SUITS THE CITY'S NEED FOR THE PRODUCT BEING PURCHASED.

**STANDARD MANUFACTURER WARRANTY**

STANDARD WARRANTY INFORMATION IS TO BE SUPPLIED WITH YOUR BID AND INCLUDED IN THE BASE PRICE

THE CITY OF TULSA SHALL EXPECT THE MANUFACTURER TO HAVE AN ADEQUATE STOCK OF REPLACEMENT PARTS AVAILABLE TO SERVICE CITY VEHICLES AND TO MAKE DELIVERY WITHIN A REASONABLE TIME OF ALL NORMAL REPLACEMENT PARTS TO THEIR DEALERS WHO SERVICE THE CITY VEHICLES. THE CITY FURTHER EXPECTS THAT LOCAL DEALERSHIPS THROUGHOUT THE UNITED STATES WILL HANDLE WARRANTY SERVICE AND REPAIRS AS WELL AS NON-WARRANTY SERVICE AND REPAIRS WITHOUT PREJUDICE.

**EXTENDED WARRANTIES (OPTION)**

BIDDERS ARE TO SUBMIT WITH YOUR BIDS, ANY ADDITIONAL WARRANTIES OFFERED BY THE MANUFACTURER, COMPLETE WITH PRICING INFORMATION. THESE WARRANTIES ARE TO BE OFFERED AS OPTIONAL TO THE CITY AT AN ADDITIONAL COST ABOVE THE BASE PRICE OF THE BID.

## **METHODS OF SAMPLING, INSPECTIONS & TESTS**

1. AFTER BID RESULTS ARE TABULATED, THE CITY OF TULSA PURCHASING DIVISION RESERVES THE RIGHT TO REQUIRE SAMPLES OF SELECTED VEHICLES FOR INSPECTION AND EVALUATION. SAMPLES MAY BE DEMONSTRATOR MODELS WITH EQUIPMENT SIMILAR BUT NOT NECESSARILY IDENTICAL TO THAT LISTED IN THIS SPECIFICATION.
2. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT OR PURCHASE ORDER, THE SUPPLIER SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL INSPECTION AND TEST REQUIREMENTS NECESSARY TO INSURE COMPLIANCE WITH REQUIREMENTS FOR THIS SPECIFICATION. THIS DOES NOT PRECLUDE SUBSEQUENT INSPECTION AND TESTIMONY BY THE CITY OF TULSA TO FURTHER DETERMINE CONFORMANCE WITH SPECIFICATION REQUIREMENTS OF QUALITY STANDARDS OF WORKMANSHIP, MATERIAL AND CONSTRUCTION TECHNIQUES.

## **PREPARATION FOR DELIVERY**

PRE-DELIVERY SERVICING AND ADJUSTMENT: PRIOR TO ACCEPTANCE BY THE CITY, THE DEALER SHALL SERVICE AND ADJUST EACH VEHICLE FOR OPERATIONAL USE, TO INCLUDE, AS A MINIMUM, THE FOLLOWING:

1. TESTING OF ALL SAFETY SYSTEMS INCLUDING: BACK-UP ALARM, LIGHTS, & HORN.
2. TUNING OF ENGINE.
3. ADJUSTMENT OF LIGHTS AND OPERATING CONTROLS.
4. CHECKING OF ELECTRICAL, BRAKING AND HYDRAULIC SYSTEMS.
5. CHARGING OF BATTERY.
7. INFLATION OF TIRES (IF APPLICABLE).
8. CHECKING AND FILLING OF ALL FLUID LEVELS.
9. COMPLETE LUBRICATION OF ENGINE, CHASSIS AND OPERATING MECHANISMS WITH RECOMMENDED GRADES OF LUBRICANTS FOR THE AMBIENT AIR TEMPERATURE AT THE POINT OF DELIVERY.
10. SERVICING OF COOLING SYSTEM WITH A PERMANENT TYPE ANTI-FREEZE AND SUMMER COOLANT FOR A MINUS 30 DEGREES FAHRENHEIT.
11. FULL TANK OF FUEL..
12. WARRANTY PAPERS AND OPERATOR'S MANUAL.
13. FACTORY CERTIFIED DATA PLATES INSTALLED ON VEHICLE.

## **DELIVERY AND SPECIAL INSTRUCTIONS**

THE SUCCESSFUL BIDDER(S) SHALL DELIVER ALL VEHICLES, AT THEIR EXPENSE, TO THE LOCATION(S) SPECIFIED BY THE CITY. THE MANUFACTURER'S CERTIFICATE OF ORIGIN (MSO) AND ONE (1) EXTRA SET OF KEYS ARE TO BE DELIVERED WITH EACH VEHICLE.

## **TRAINING**

THE SUCCESSFUL BIDDER SHALL PROVIDE A MINIMUM OF EIGHT (8) HOURS TRAINING AND INSTRUCTIONS TO CITY OF TULSA PERSONNEL ON PROPER OPERATION AND ROUTINE MAINTENANCE OF THE EQUIPMENT. TRAINING SHALL BE PERFORMED AT A CITY OF TULSA FACILITY UPON DELIVERY OF EQUIPMENT.

## **ADDENDA AND INTERPRETATIONS**

IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS BID, A WRITTEN ADDENDUM WILL BE PROVIDED TO ALL THE BIDDERS. THE CITY OF TULSA IS NOT BOUND BY ANY ORAL REPRESENTATION, CLARIFICATIONS OR CHANGES MADE IN THE WRITTEN SPECIFICATIONS BY CITY OF TULSA EMPLOYEES UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIVISION

## **ALTERING BIDS**

BIDS CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION, OR ERASURE MADE BEFORE OPENING TIME AND DATE MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY. BIDS MUST BE SUBMITTED IN INK OR TYPEWRITTEN, PENCILING WILL NOT BE ACCEPTED.

## **DESCRIPTIVE LITERATURE**

EACH BIDDER IS REQUIRED TO FURNISH WITH THEIR BID, CATALOG CUTS AND/OR DESCRIPTIVE LITERATURE, PROPERLY LABELED WITH THE BID NUMBER AND BIDDER'S NAME, WITH FULL ILLUSTRATIONS AND DETAILED SPECIFICATIONS FOR EACH ITEM OFFERED AS EQUAL TO THE BRAND NAME SPECIFIED. IN ADDITION, **ALL DIFFERENCES IN SPECIFICATIONS FROM THE SPECIFICATIONS STATED HEREIN MUST BE SO MARKED.** DESCRIPTIVE LITERATURE IS REQUIRED TO ESTABLISH, FOR THE PURPOSE OF BID EVALUATION AND AWARD, DETAILS OF THE PRODUCT(S) THE BIDDER PROPOSES TO FURNISH AS TO DESIGN, MATERIALS, METHOD OF MANUFACTURE, CONSTRUCTION, ASSEMBLY OR OPERATION, AS APPROPRIATE. **FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE MAY BE CAUSE FOR REJECTION OF YOUR BID.**

## **AMERICANS WITH DISABILITIES ACT**

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT IS IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. THE CONTRACTOR AGREES THAT ITS PROGRAM OR ACTIVITY WILL COMPLY WITH THE REQUIREMENTS OF THE ADA. ANY COSTS OF SUCH COMPLIANCE WILL BE THE RESPONSIBILITY OF CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY, WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

A. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORIGIN, EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISION OF THIS NON-DISCRIMINATION CLAUSE.

(2) THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYMENT PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.

**EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED (CONTINUED)**

(3) NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

B. THE CONTRACTOR WILL INCLUDE THE PROVISION OF THE FOREGOING PARAGRAPHS OF THIS SECTION IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

**AWARD OF BID**

THE BID SHALL BE AWARDED TO THE FIRM WHOSE PROPOSAL IS RESPONSIVE TO THE BID AND IS MOST ADVANTAGEOUS TO THE CITY, CONSIDERING THE FACTORS IDENTIFIED IN THE BID AND SECTION 406E OF TITLE 6, THE PURCHASING ORDINANCE SET FORTH BELOW:

E. AWARD OF CONTRACT.

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.

2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;

B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;

C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;

- D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;
- E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;
- F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;
- G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;
- H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;
- I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;
- J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.
- AWARD OF BID (CONTINUED)**
- K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

**BID DOCUMENTS**

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN IT'S ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOU NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED.  
**FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

**ITEM 1 - SPECIFICATIONS**  
**5,000 LB. FORKLIFT – LPG with SAS (System of Active Stabilization)**

**General**

The forklift will meet or exceed all applicable laws, regulations, and standards

The forklift will be a Toyota model 7FGCU25 **or equal** LPG operated forklift with a weight lifting capacity of no less than 5,000 pounds and a minimum fork lifting height of 189 inches.

**2.0 Basic Components and Operations**

- 2.01 Neutral start safety switch
- 2.02 Electric horn operated via momentary switch located on the center of the steering wheel
- 2.03 Back-up alarm
- 2.04 Amber strobe light located at the upper rear portion of the forklift below the top of the Rollover safety cage
- 2.05 High mount rear combination lights to display stop, turn, and back-up lights
- 2.06 Adjustable front headlights and guards
- 2.07 Integrated headlight and turn signal control lever
- 2.08 Memory tilt steering wheel column
- 2.09 Integrated monitoring system that includes the following items:
  - Hour Meter
  - Water temperature
  - Fuel level
  - Clogged air filter
  - Oil pressure
  - Warning lights
  - SAS system and swing lock cylinder lights
- 2.10 Wide entry steps for entry onto the forklift from both sides
- 2.11 The forklift will be provided with a low maintenance battery.
- 2.12 Heavy-duty non-slip floor mat
- 2.13 No-tools accessible/removable floorboard

- 2.14 Driver's four way adjustable semi-suspension seat with lumbar support and lap type seat belt
- 2.15 Fully operable and opening engine hood that provided a sealed closure when closed
- 2.16 Assist damper(s) with lock for easy opening and securing of the engine hood
- 2.17 Easy access radiator cover
- 2.18 Cushion wheels
- 2.19 Swing-down bracket for the LPG fuel tank
- 2.20 11.9 gallon LPG fuel tank
- 2.21 Draw pin at the rear of the forklift
- 2.22 Wheelbase 55.5 inches
- 2.23 Outside turn radius 77.5 inches
- 2.24 Overall width 41.9 inches
- 2.25 Overall height with mast in its lowest position 87.2 inches
- 2.26 Overall length without forks 93.7 inches
- 2.27 Maximum gradeability with full load 31% and 17% with no load
- 2.28 Maximum drawbar pull with full load 4,200 lbs and 1,750 pounds with no load
- 2.29 Maximum travel speed 10.6 miles per hour

### **3.0 Engine**

- 3.03 2.2 liter, four-cylinder overhead valve gas engine developing a minimum of 53 horsepower at 2400 rpm
- 3.04 The engine is to operate exclusively from LPG
- 3.05 Electronic ignition system with automatic choke
- 3.06 Hydraulic valve lifters
- 3.07 High positioned external air intake
- 3.08 High performance radiator
- 3.09 High performance cooling fan

- 3.10 Low maintenance batter
- 3.11 Alternator with internal voltage regulator
- 3.12 At-a-glance coolant recovery system

#### **4.0 Transmission and Steering**

- 4.03 Powershift transmission with one speed forward and one speed reverse
- 4.04 Transmission oil cooler
- 4.05 Electronic shift control with selector switch located on the left side of the steering column
- 4.06 Electronic shift control with the selection options of forward, neutral, or reverse
- 4.07 Unified differential housing and differential carrier
- 4.08 Hydrostatic power steering

#### **5.0 Brakes**

- 5.03 Two pendant mounted brake pedals
- 5.04 The brakes are to use non-asbestos friction materials
- 5.05 Double action hand operated parking brake located on or adjacent to the front console
- 5.06 At-a-glance brake fluid reservoir

#### **6.0 Hydraulic Lift Systems**

- 6.01 The fork truck is to have the ability to hoist the top of the forks to a minimum of 189 inches
- 6.02 The fork truck is to have a lift capacity of no less than 5,000 pounds
- 6.03 The fork truck is to have a side-shift attachment
- 6.04 The mast control levers are to be located on or adjacent to the front console just right of the steering wheel

- 6.05 The mast will be provided with two 1.6" thick x 5" wide x 42" long forks designed and intended for lifting palletized materials
- 6.06 The tilt range of the mast is to be no less than 6 degrees forward and 5 degrees backwards
- 6.07 The lift speed of 118 ft/minute with full load and 126 ft/minute without load
- 6.08 The lower speed is 98 ft/minute with full load and 98 ft/minute without load
- 6.09 The attachment operating hydraulic pressure is to be 2,250 psi
- 6.10 The mast will be provided with a load backrest
- 6.11 The mast will be designed with automatic fork leveling control

## **7.0 Safety Interlocks**

- 7.01 The forklift will be provided with System of Active Stability (SAS) that provides
  - Active control of rear stabilizer
  - Active mast function control
  - SAS operation monitor
  - SAS warning light and alarm

## **8.0 Warranty and Service**

- 8.01 Twelve month parts and labor for manufacture or design defects
- 8.02 The successful bidder will have a full service repair center and mobile field service vehicle with technicians within 25 miles radius of Tulsa, OK for the purpose of providing necessary emergency service and warranty repair.

## **ITEM 2 - SPECIFICATIONS** **5,000 LB. FORKLIFT – LPG**

### **General**

- 1.01 The forklift will meet or exceed all applicable laws, regulations, and standards
- 1.02 The forklift will be an LPG operated forklift with a weight lifting capacity of no less than 5,000 pounds and a minimum fork lifting height of 189 inches.

### **3.0 Basic Components and Operations**

- 2.30 Neutral start safety switch
- 2.31 Electric horn operated via momentary switch located on the center of the steering wheel
- 2.32 Back-up alarm
- 2.33 Amber strobe light located at the upper rear portion of the forklift below the top of the Rollover safety cage
- 2.34 High mount rear combination lights to display stop, turn, and back-up lights
- 2.35 Adjustable front headlights and guards
- 2.36 Integrated headlight and turn signal control lever
- 2.37 Memory tilt steering wheel column
- 2.38 Integrated monitoring system that includes the following items:
  - Hour Meter
  - Water temperature
  - Fuel level
  - Clogged air filter
  - Oil pressure
  - Warning lights
- 2.39 Wide entry steps for entry onto the forklift from both sides
- 2.40 The forklift will be provided with a low maintenance battery.
- 2.41 Heavy-duty non-slip floor mat
- 2.42 No-tools accessible/removable floorboard
- 2.43 Driver's four way adjustable semi-suspension seat with lumbar support and lap type seat belt

- 2.44 Fully operable and opening engine hood that provided a sealed closure when closed
- 2.45 Assist damper(s) with lock for easy opening and securing of the engine hood
- 2.46 Easy access radiator cover
- 2.47 Cushion wheels
- 2.48 Swing-down bracket for the LPG fuel tank
- 2.49 11.9 gallon LPG fuel tank
- 2.50 Draw pin at the rear of the forklift
- 2.51 Wheelbase 55.5 inches
- 2.52 Outside turn radius 77.5 inches
- 2.53 Overall width 41.9 inches
- 2.54 Overall height with mast in its lowest position 87.2 inches
- 2.55 Overall length without forks 93.7 inches
- 2.56 Maximum gradeability with full load 31% and 17% with no load
- 2.57 Maximum drawbar pull with full load 4,200 lbs and 1,750 pounds with no load
- 2.58 Maximum travel speed 10.6 miles per hour

#### **4.0 Engine**

- 5.07 2.2 liter, four-cylinder overhead valve gas engine developing a minimum of 53 horsepower at 2400 rpm
- 5.08 The engine is to operate exclusively from LPG
- 5.09 Electronic ignition system with automatic choke
- 5.10 Hydraulic valve lifters
- 5.11 High positioned external air intake
- 5.12 High performance radiator
- 5.13 High performance cooling fan
- 5.14 Low maintenance batter

5.15 Alternator with internal voltage regulator

5.16 At-a-glance coolant recovery system

## **6.0 Transmission and Steering**

6.03 Powershift transmission with one speed forward and one speed reverse

6.04 Transmission oil cooler

6.05 Electronic shift control with selector switch located on the left side of the steering column

6.06 Electronic shift control with the selection options of forward, neutral, or reverse

6.07 Unified differential housing and differential carrier

6.08 Hydrostatic power steering

## **7.0 Brakes**

7.03 Two pendant mounted brake pedals

7.04 The brakes are to use non-asbestos friction materials

7.05 Double action hand operated parking brake located on or adjacent to the front console

7.06 At-a-glance brake fluid reservoir

## **9.0 Hydraulic Lift Systems**

9.01 The fork truck is to have the ability to hoist the top of the forks to a minimum of 189 inches

9.02 The fork truck is to have a lift capacity of no less than 5,000 pounds

9.03 The fork truck is to have a side-shift attachment

9.04 The mast control levers are to be located on or adjacent to the front console just right of the steering wheel

9.05 The mast will be provided with two 1.6" thick x 5" wide x 42" long forks designed and intended for lifting palletized materials

- 9.06 The tilt range of the mast is to be no less than 6 degrees forward and 5 degrees backwards
- 9.07 The lift speed of 118 ft/minute with full load and 126 ft/minute without load
- 9.08 The lower speed is 98 ft/minute with full load and 98 ft/minute without load
- 9.09 The attachment operating hydraulic pressure is to be 2,250 psi
- 9.10 The mast will be provided with a load backrest
- 9.11 The mast will be designed with automatic fork leveling control

## **10.0 Warranty and Service**

- 10.01 Twelve month parts and labor for manufacture or design defects
- 8.02 The successful bidder will have a full service repair center and mobile field service vehicle with technicians within 25 miles radius of Tulsa, OK for the purpose of providing necessary emergency service and warranty repair

## **ITEM 3 - SPECIFICATION** **8,000 LB. FORKLIFT – GASOLINE**

MODEL GP40K-G CATERPILLAR GASOLINE POWERED FORKTRUCK  
**OR EQUAL.**

CAPACITY: 8000 LB., 24 INCH LOAD CENTER,  
MAX FORK HEIGHT: 187 INCHES, LOWERED MAST HEIGHT 90 IN.  
SIDESHIFTING CARRIAGE, TILTING ACTION, FREE LIFT OF  
42 INCHES.

ATTACHMENT: 42 INCH WIDE CLASS III CARRIAGE  
FORKS: 48 INCH X 2 INCH X 5.9

ENGINE: GM 4.3 LITER V6, 93.5 HP **OR EQUAL**  
SINGLE SPEED POWERSHIFT, HYDROSTATIC STEERING WITH TILT

TIRES: PNEUMATIC STANDARD SIZE, POWER BRAKES

COMPLETE GAUGE PACKAGE

STEERING: HYDROSTATIC POWER STEERING, TILT STEERING COLUMN

REVERSE OPERATED BACKUP ALARM  
ELECTRONIC IGNITION, ANTI-RESTART IGNITION SWITCH  
STANDARD TREAD WIDTH 45.5 INCHES

ISOLATED OPERATORS COMPARTMENT, OPERATORS SAFETY  
RESTRAINTS, 48 INCH LOAD BACK REST EXTENSION

ROLLOVER/DRIVER PROTECTION SAFETY CAGE

PAINT STANDARD, COMB STOP, TAIL & BACKUP LIGHTS, HEADLIGHTS

TRAVEL SPEED WITH LOAD=11-12 MPH, GRADEABILITY WITH  
LOAD, 26.8%

LIFT SPEED WITH LOAD =100 FT/MIN.

MIRRORS BOTH SIDES WITH WIDE ANGLE ON DRIVER SIDE AND REAR VIEW

ONE YEAR PARTS AND LABOR WARRANTY

TO INCLUDE PARTS MANUAL, OPERATOR MANUAL & REPAIRS  
MANUAL

THE FORKLIFT WILL MEET OR EXCEED ALL APPLICABLE LAWS, REGULATIONS, AND  
STANDARDS.

**Note: The overall height must not exceed the lowered mast height limit of 90".**