

PURCHASING DIVISION
ROOM 802
918 • 596 • 7359



DEPARTMENT OF FINANCE

200 CIVIC CENTER

TULSA, OKLAHOMA

74103

August 27, 2001

BID #01-509
TELESCOPIC BOOM HYDRAULIC TRACKED
EXCAVATOR (MOUNTED ON A CRAWLER CARRIAGE)
PUBLIC WORKS DEPARTMENT

ADDENDUM NO. 1

This Addendum No. 1, consisting of the following information, shall be made a part of the bid specifications for subject bid.

1. Page 18 Item #8 under Operator Compartment was omitted from specifications. It should read as follows: Full Foam Deluxe Seat with Heavy Duty Vinyl, four (4) way adjustable with seat belt.
2. Page 19 Item #8 under Additional Equipment was omitted from specifications. It should read as follows: Fixed Thumb Grapple.

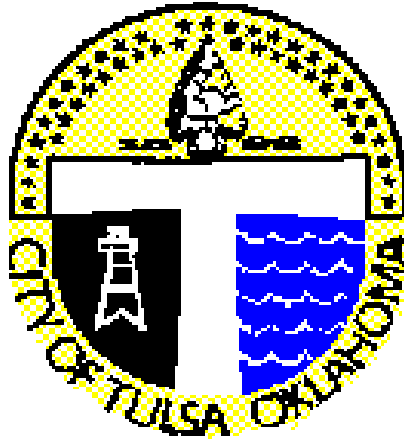
All other provisions remain the same.

Please include this addendum with your bid submittal.

COMPANY NAME

SIGNATURE

/ram



INVITATION FOR SEALED BID

Bid 01-509

Description: Telescopic Boom Hydraulic Tracked Excavator
(Mounted on a crawler carriage)

Department: PUBLIC WORKS DEPARTMENT

NIGP Commodity Code(s): 760-90-00-00-000-0

Total pages including this page is 20

NOTE: FAXING OF BIDS IS NOT 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 Web-site : www.cityoftulsapurchasing.org

You must notify the buyer Darlene Donica of your intent to bid by e-mail ddonica@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 web-site.

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

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized 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: SEPTEMBER 6, 2001

BID NUMBER: 01-509

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: AUGUST 27, 28, 29, 30, 31, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: \$1000.00

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

(Signature)

STREET _____

TITLE

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF 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 _____, 19_____.

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 _____

Price Sheet Summary

Vendor Name: _____ Signature: _____
Date: _____

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 01-509

<u>Qty</u>	<u>Description</u>	<u>Unit Cost</u>
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BIDDER AGREES TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE MINIMUM BID SPECIFICATIONS AT THE PRICES SHOWN:

ONE (1) OR MORE EXCAVATORS (S): \$ _____ EACH (INCLUDES
EXTENDED WARRANTY
AND MAINTENANCE)

MAKE AND MODEL: _____

OPTIONAL

1. DEDUCT FIVE (5) YEAR/5000 HOUR FULL WARRANTY: \$ _____
2. DEDUCT FIVE (5) YEAR/5000 MAINTENANCE SERVICE: \$ _____

For further information please contact: Jim LaCourse @ 918-591-4068

BID 01-509
TELESCOPIC BOOM HYD EXCAVATOR
NIGP CODE 760-23-00-000-0
FOR THE
CITY OF TULSA

INTENT

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING FOR THE SUPPLY OF **ONE (1) OR MORE EXCAVATORS(S)** FOR THE CITY OF TULSA.

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 SUIT THE CITY'S NEED FOR THE PRODUCT BEING PURCHASED.

PRICES

PRICES BID SHALL BE BASED ON NEW, UNUSED, CURRENT PRODUCTION MODEL EXCAVATOR COMPLETE WITH FIVE (5) YEAR/5000 HOUR FULL WARRANTY AND MAINTENANCE SERVICE.

WARRANTY

THE MANUFACTURER SHALL WARRANT EACH EXCAVATOR TO BE OF GOOD MATERIAL AND WORKMANSHIP AND AGREES TO PROMPTLY REPLACE ANY PART OR PARTS, WHEN THE EQUIPMENT IS RETURNED TO THE PLACE OF BUSINESS, WHICH BY REASON OF DEFECTIVE MATERIALS OR WORKMANSHIP SHALL FAIL UNDER NORMAL USE, FREE OF NEGLIGENCE OR ACCIDENT, FOR A MINIMUM PERIOD OF FIVE (5) YEARS OR 5000 HOURS, WHICHEVER OCCURS FIRST FROM THE DATE OF DELIVERY. ALL LABOR, PARTS, MATERIALS AND/OR SUPPLIES AND TRANSPORTATION SHALL BE SUPPLIED BY THE SUCCESSFUL BIDDER AT NO COST TO THE CITY. IN THE EVENT THAT REPAIRS BECOME NECESSARY DUE TO NEGLIGENCE OR ACCIDENTS THE SUCCESSFUL BIDDER WILL PROVIDE REPAIRS AT A PREDETERMINED COST PLUS RATE. THE CITY OF TULSA SHALL EXPECT THE MANUFACTURER TO HAVE AN ADEQUATE STOCK OF REPLACEMENT PARTS AVAILABLE TO SERVICE CITY EQUIPMENT AND TO MAKE DELIVERY WITHIN A REASONABLE TIME OF ALL NORMAL REPLACEMENT PARTS TO THEIR DEALERS WHO SERVICE THE CITY'S EQUIPMENT.

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 EQUIPMENT FOR INSPECTION AND EVALUATION. SAMPLES MAY BE DEMONSTRATOR MODELS WITH EQUIPMENT SIMILAR BUT NOT NECESSARILY IDENTICAL TO THAT LISTED IN THIS SPECIFICATION.

METHODS OF SAMPLING, INSPECTIONS & TESTS (CONTINUED)

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 EXCAVATOR FOR OPERATIONAL USE.

DELIVERY AND SPECIAL INSTRUCTIONS

THE SUCCESSFUL BIDDER(S) SHALL DELIVER THE EXCAVATOR, AT THEIR EXPENSE, TO THE LOCATION(S) SPECIFIED BY THE CITY.

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 ARE 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.

BIDDER'S PROPOSAL COLUMN

BIDDER SHALL COMPLETE EVERY SPACE IN SECTION 2, BIDDER'S PROPOSAL COLUMN. THE BIDDER SHALL GIVE A COMPLETE DESCRIPTION OF THE ITEM BEING BID SUCH AS, SIZES, CAPACITIES, DIMENSIONS, ETC. MARKINGS SUCH AS CHECKS AND BLANK SPACES WILL BE CONSIDERED AS NON-RESPONSIVE AND REASON FOR REJECTION. THE WORD **COMPLY** WILL BE INTERPRETED AS MEANING THE **SAME** AS SPECIFIED.

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.

(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.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED (CONTINUED)

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.

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.

MANUALS

THE SUCCESSFUL BIDDER SHALL SUPPLY TWO (2) COMPLETE SETS OF OPERATOR'S, PARTS AND MAINTENANCE MANUALS AT NO ADDITIONAL COST TO THE CITY.

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.

K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

CONTRACT AND PERFORMANCE BOND

THE SUCCESSFUL BIDDER MAY BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY IN ACCORDANCE WITH ITEM 15 OF THE **TERMS AND CONDITIONS** AS PRINTED ON THE BACK OF THE **INVITATION FOR SEALED BIDS** FORM.

A **PERFORMANCE BOND** IN THE AMOUNT OF \$25,000.00 WILL BE REQUIRED AT THE TIME OF CONTRACT SIGNING, AS WELL AS PROOF OF ANY INSURANCE DOCUMENTS REQUIRED HEREIN.

BID BOND

A CERTIFIED OR CASHIER'S CHECK OR **BIDDER'S SURETY BOND**, IN THE SUM OF \$ 1,000.00 WILL BE REQUIRED FROM EACH BIDDER TO BE RETAINED AS LIQUIDATED DAMAGES IN THE EVENT THE SUCCESSFUL BIDDER FAILS, NEGLECTS OR REFUSES TO ENTER INTO SAID CONTRACT AND FURNISH THE NECESSARY BONDS, INSURANCE CERTIFICATES, ETC. AS SPECIFIED, WITHIN TEN (10) DAYS FROM AND AFTER HE DATE THE CONTRACT DOCUMENT IS RECEIVED FROM THE CITY OF TULSA LEGAL DEPARTMENT.

PERFORMANCE BONDS, CONTRACTS AND/OR EVIDENCE OF INSURANCE

PERFORMANCE BONDS CONTRACTS AND/OR EVIDENCE OF INSURANCE REQUIRED OF THE SUCCESSFUL BIDDER ON THIS BID SOLICITATION MUST DELIVER THESE DOCUMENTS TO:

LEGAL DEPARTMENT - CITY OF TULSA
200 CIVIC CENTER, ROOM 316
TULSA, OK 74103

EACH PERFORMANCE BOND OR INSURANCE CERTIFICATE **MUST BE IDENTIFIED WITH BID REQUEST NUMBER OF THIS BID SOLICITATION.**

PREVENTATIVE MAINTENANCE

A FULL FEATURED PREVENTATIVE MAINTENANCE AGREEMENT WILL BE PROVIDED FOR **FIVE (5) YEARS OR 5000 HOURS** BY THE SUCCESSFUL BIDDER AND SHALL INCLUDE ALL PREVENTATIVE MAINTENANCE AS PER THE MANUFACTURER'S RECOMMENDED MAINTENANCE INTERVALS. THIS AGREEMENT SHALL INCLUDE ALL LABOR AND MATERIAL AND/OR SUPPLIES NEEDED. MAINTENANCE SHALL BE SCHEDULED SO AS NOT TO INTERRUPT THE WORK SCHEDULE OF THE VEHICLE.

BIDDER SHALL INCLUDE WITH YOU BID THE RECOMMENDED LEVEL OF MAINTENANCE SERVICE RECOMMENDED BY THE MANUFACTURER.

MAINTENANCE AND /OR REPAIR SERVICE

BIDDER SHALL BID A MAINTENANCE AND REPAIR PLAN BASED ON BUT NOT LIMITED TO THE FOLLOWING DEALER CONTRACT SHOWN HEREIN. THIS MAINTENANCE PLAN IS ABROAD BASED EQUIPMENT CONTRACT AND ONLY THOSE ITEMS PERTINENT TO THE EQUIPMENT SPECIFIED SHALL APPLY.

MAINTENANCE

OIL SAMPLES

OIL SAMPLES SHALL BE TAKEN AND ANALYZED FROM EACH SYSTEM PRIOR TO THE RECOMMENDED DRAIN/CHANGE INTERVAL: 200, 500, 1000, 3000, AND 5000 HOURS. MAINTENANCE RECOMMENDATIONS SHALL BE SUPPLIED BASED ON THE OIL ANALYSIS AND OPERATING INFORMATION AS SUPPLIED.

EVERY 200 HOURS

- (A) CHANGE AIR, FUEL AND OIL FILTER ELEMENTS.
- (B) CHECK INNER AND OUTER FINAL DRIVE HOUSINGS OIL LEVEL.

EVERY 500 HOURS

- (A) LUBRICATE TRANSMISSION DRIVESHAFT UNIVERSAL UNITS (IF APPLICABLE ON MODEL FURNISHED).
- (B) ADD COOLANT CONDITIONER.
- (C) CHECK AIR INTAKE HOSES.
- (D) CHANGE FUEL FILTER ELEMENT(S).
- (E) CHECK BATTERY ELECTROLYTE LEVEL AND TERMINALS.
- (F) PERFORM SAME SERVICE AS PERFORMED AT 200 HOURS.

EVERY 1000 HOURS

- (A) CHANGE SPLITTER GEARBOX OIL.

- (B) CHANGE INNER AND OUTER FINAL DRIVE OIL.
- (C) CLEAN ENGINE CRANKCASE VENT TUBE.
- (D) MEASURE AND ADJUST ENGINE VALVE CLEARANCES.
- (E) PERFORM SAME SERVICES AS PERFORMED AT 200 AND 500 HOURS.

EVERY 3000 HOURS

- (A) CHANGE HYDRAULIC OIL AND FILTER.
- (B) CHANGE TRANSMISSION OIL AND FILTER.
- (C) PERFORM SAME SERVICES AS PERFORMED AT 200, 500 AND 1000 HOURS

REPAIR SERVICE

BIDDER SHALL BID A REPAIR SERVICE BASED ON FULL MACHINE COVERAGE FOR 5 YEARS OR 5000 HOURS. FULL MACHINE COVERAGE SHALL BEGIN AT THE END OF THE MANUFACTURER'S BASIC WARRANTY.

POWER TRAIN COVERAGE

ENGINE - ROCKER ARM COVER AND GASKET, CYLINDER HEAD AND GASKET, INJECTION PUMP AND GASKET, WATER PUMP AND GASKET, ENGINE BLOCK, RING GEAR AND FLYWHEEL, TIMING GEAR COVER, FRONT AND REAR ENGINE SEALS, TURBOCHARGER AND GASKETS, FLYWHEEL HOUSING AND GASKET AND ALL PARTS FULLY ENCLOSED WITHIN ABOVE COMPONENTS, MANIFOLDS AND GASKETS, FROM DAMPER, OIL COOLERS AND INTERCOOLERS AND ENGINE THERMOSTATS.

TRANSMISSION & TORQUE CONVERTERS - ELECTRONIC OR HYDRAULIC CONTROL VALVES, CLUTCH HOUSING (EXCEPT DRY CLUTCH DISK). TORQUE CONVERTER, REVERSER WITH CONTROL VALVE, SPLITTER DRIVE, TRANSFER DRIVE, DRIVE SHAFT WITH UNIVERSAL JOINTS, HYDROSTATIC TRANSMISSION, PUMP AND/OR MOTOR ASSEMBLIES (INCLUDING CONTROL VALVE, HOSES AND LINES). PROPEL MOTOR, PUMP, BRAKES AND THEIR CONTROL VALVES, SWING MOTOR AND BRAKE, SWING GEARBOX AND BEARINGS, ROTARY MANIFOLD, CONTROL VALVES FOR PROPEL AND SWING FUNCTIONS ONLY (NOT DIGGING FUNCTIONS).

FRONT & REAR DIFFERENTIALS/AXLES - AXLE(S) AND DIFFERENTIAL(S), FINAL DRIVE AND AXLES, WET STEERING CLUTCHES, WET STEERING BRAKES, WET BRAKES AND WET DISK PARKING BRAKES. MECHANICAL FRONT WHEEL DRIVE DIFFERENTIAL/AXLE ASSEMBLY WITH AXLE AND WHEEL DRIVE ASSEMBLY (INCLUDING THE DRIVE PUMP AND MOTOR, ELECTRONIC CONTROL, AND SOLENOID CONTROL VALVE AND DIVIDER VALVE) FRONT WHEEL DRIVE SENSORS (NOT WIRE HARNESS). PARK BRAKE PINION SHAFT AND BEARING QUILL AND BEARING ON MOTOR GRADERS ONLY.

ALL MAJOR COMPONENTS & SYSTEMS - THE FOLLOWING COMPONENTS AND SYSTEMS SHALL BE COVERED AS WELL AS THE ITEMS LISTED ABOVE IN THE POWER TRAIN COMPONENTS AND SYSTEMS.

ENGINE - OIL FILLER TUBE, FUEL LINES, FUEL TRANSFER PUMP AND GASKET, PULLEYS, ENGINE SPEED CONTROLS AND LINKAGE, RADIATORS AND RADIATOR HOSES, ENGINE OIL LINES, WATER PIPING, FUEL TANK AND ASSOCIATED PARTS. ENGINE SENSORS AND SENDING UNITS, ENGINE MOUNTS AND SUPPORTS AND ENGINE WIRING.

TRANSMISSION - SHIFT CONTROL LINKAGE, LEVERS, PEDALS, CONTROL RODS, SENDING UNITS, AND SENDERS. EXTERNAL OIL LINES, FILLER TUBES, FILTER SCREENS, ACCUMULATOR AND RELATED RELIEF VALVES. TRANSMISSION OIL COOLER.

DIFFERENTIAL - DIFFERENTIAL LOCK VALVE AND ASSOCIATED PARTS.

STEERING - STEERING PUMP, STEERING VALVE AND CYLINDER(S), AXLE, SPINDLES AND SUPPORTS, TIE RODS AND TIE ROD ENDS, AXLE STEERING LINKAGE, ALL SECONDARY STEERING SYSTEM COMPONENTS. CROSSOVER RELIEF VALVE AND PRIORITY VALVE.

HYDRAULIC COMPONENTS - HYDRAULIC PUMPS AND MOTORS AND RELATED CONTROL VALVES, SADDLE LOCKING PIN CYLINDER, HYDRAULIC CYLINDER, CYLINDER PACKING KITS, HYDRAULIC HOSES, LINES AND FITTINGS. CONTROL AND LOAD HOLDING VALVES. HYDRAULIC RESERVOIR.

ELECTRICAL - STARTER MOTOR, STARTER DRIVE AND SOLENOID, ALTERNATOR AND VOLTAGE REGULATOR, CHARGING SYSTEM WIRING, WIRING HARNESS, INSTRUMENTS, INDICATORS AND SENSORS. WIPER MOTOR(S).

BRAKES - BRAKE PUMP, BRAKE VALVES(S), ACCUMULATOR(S), UNLOADING VALVE AND PRESSURE REDUCING VALVE.

FACTORY AIR CONDITIONING- COMPRESSOR, CLUTCH AND PULLEY, CONDENSER, DRYER, EVAPORATOR, ACCUMULATOR, EXPANSION VALVE, TEMPERATURE CONTROL PROGRAMMER, SEALS AND GASKETS, HEATER HOSES.

OTHER - LOADER BOOM, BUCKET LINKAGES, BACKHOE BOOM, DIPPERSTICK AND LINKAGES, SCARIFIER AND RIPPER LINKAGES, SCRAPER ELEVATOR DRIVE AND GEARBOX, CONVEYOR AND ELEVATOR DEVICE, SCRAPER BOWL, DRAFT FRAME AND SLIDING FLOOR, SKIDDER ARCH, BOOM AND/OR GRAPPLE, FORKLIFT MAST AND FRAME.

EXTENDED WARRANTY AND PREVENTIVE MAINTENANCE DEDUCT OPTION

BIDDERS ARE TO BID A DEDUCT FOR THE EXTENDED WARRANTY AND PREVENTIVE MAINTENANCE SHOULD THE CITY REQUIRE SUCH DUE TO BUDGET CONSTRAINTS.

IF THE CITY OPTIONS TO DEDUCT THE EXTENDED WARRANTY OR PREVENTIVE MAINTENANCE, THE MANUFACTURER'S STANDARD WARRANTY SHALL APPLY.

BIDDERS ARE TO SUBMIT THE MANUFACTURER'S STANDARD WARRANTY WITH YOUR BID PACKAGE.

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.

BIDDER'S SHALL COMPLETE EVERY SPACE IN SECTION 2, BIDDER'S PROPOSAL COLUMN, THE BIDDER SHALL GIVE A DESCRIPTION OF THE ITEM BEING BID SUCH AS SIZES, CAPACITIES, DIMENSIONS, ETC.

SECTION 1 ITEM	SPECIFICATIONS (MINIMUM)	SECTION 2 BIDDER'S COLUMN
Equipment	Current year model Telescopic Boom Hydraulic Track Excavator mounted on a Crawler carriage	_____ _____ _____
Quantity	One (1) or more	_____
Engine	<ol style="list-style-type: none"> 1. Diesel Fuel 2. 4 cycle diesel engine of not less than 239 C.I.D. developing 93 gross horsepower at 2200 RPM engine speed 3. Two (2) stage dry type air cleaner with pre-cleaner and service indicator. 4. Governor 5. Spin on oil filter 6. Spin on fuel filter/water seperator 7. Engine hour meter 	_____ _____ _____ _____ _____ _____ _____ _____
Cooling System	<ol style="list-style-type: none"> 1. Radiator capacity to be largest capacity Available from the manufacturer 2. Coolant recovery system and antifreeze protection to -20 degrees F. to be included 	_____ _____ _____
Electrical	<ol style="list-style-type: none"> 1. 12 volt system 2. Manufacturer's largest available capacity battery and C.C.A. 3. 105 amp alternator 	_____ _____ _____
Brake System	Manufacturer's standard service and parking Brakes	_____ _____
Steering System	<ol style="list-style-type: none"> 1. Two (2) joysticks and one (1) rocker Switch for upper controls 2. Two (2) pedals for crawler control 	_____ _____ _____
Fuel Tank	One (1) fuel tank approximately 55 gallons In capacity	_____ _____
Tracks and Undercarriage	<ol style="list-style-type: none"> 1. Tractor type crawler with minimum 23.6" triple grouser heavy duty pads and sealed Track chain 2. Track overall width shall not exceed 8'6" 3. Track length shall not be less than 9'10" 4. Hydraulic track adjustment & segmented track guides 5. Each track is to be powered by a minimum 76 HP piston type hydraulic motor driving through a planetary transmission and equipped with an automatic spring set hydraulic release brake 6. The crawler drive shall be capable of 	_____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

- two (2) speed ranges. Not less than 2.34 MPH _____
 in low range and 3.44 MPH in high range _____
- 7. The undercarriage shall be complete with _____
 sealed track links, lubricated and sealed _____
 rollers and idlers, front and rear tow eyes, _____
 motor guards, travel alarm. _____

Hydraulic System

- 1. Two piston type pumps mounted to the _____
 Engine that will be load sensing to produce _____
 Variable flow output up to 43.5 GPM each _____
- 2. The three hydraulic cylinders shall be _____
 double acting. (Hoist cylinder: 4.75" I.D.; _____
 Telescope cylinder: 3.5" I.D.; Tool cylinder: _____
 4.5" I.D. _____
- 3. The boom tilt, swing and propel functions _____
 shall be powered by hydraulic motors of _____
 12.6 HP, 42 HP, & 76 HP _____
- 4. Pressureized hydraulic reservoir shall have _____
 a minimum capacity of 33 gal. With a system _____
 capacity of 55 gal. _____
- 5. The filtration system shall include 10 micron _____
 disposable filter elements, magnets, & _____
 strainer _____
- 6. The hydraulic oil shall be cooled by a fin _____
 and tube type cooler with a thermostatic _____
 valve. _____
- 7. The hydraulic control valves shall be _____
 pressure compensated & serviceable on _____
 an individual basis. _____
- 8. The individual circuits shall include _____
 relief valves. _____
- 9. Reservoir oil level, oil temp., and _____
 condition of suction & return filters _____
 shall be monitored in operator's cab. _____

Auxiliary Hydraulics

- 1. Quick change mechanism for _____
 Attachments to be included _____

Swing

- 1. Mounted to the crawler body by means of an _____
 Anti-friction type swing bearing. _____
- 2. The swing shall be by means of a planetary _____
 drive transmission and automatic spring _____
 set-hydraulic release disk type brake _____
- 3. Maximum swing speed not less than 9 RPM _____
- 4. Swing clearance flashing lights _____

Boom

- 1. The boom assembly shall tilt 360 degrees _____
- 2. The boom assembly shall telescope a _____
 minimum of 9'5" _____
- 3. The integral bucket adapter shall have a _____
 minimum of two (2) pin positions and shall _____
 provide a bucket arc of not less than 165 _____
 degrees _____
- 4. Boom tilt speed shall be adjustable from _____
 the operator's station _____

Lifting Capacity

- 1. 11'11", Radius: 7035 lbs. _____

(Minimum) w/36" excavating bucket

2. 15' Radius: 4800 lbs. _____
3. 20' Radius: 2815 lbs. _____
4. 21'4" Radius: 2470 lbs. _____

Dimensions of Bucket(s)

1. 60" ditching bucket _____
2. 36" (91cm) Excavating Bucket _____

Safety Equipment

Parking brake and work lights furnished as Standard equipment. Seat belts (or similar Device) shall restrict loader operation when Not used. Grab handles to be provided to assist Operator mounting and dismounting the track Machine. A weather resistant operator Handbook in english and attached to the Loader _____

Capacities

1. Shall not weigh less than 26,990 lbs. _____
2. Counterweight not over 3,200 lbs. _____
3. Ground bearing pressure not over 5.8 PSI _____

Digging Specifications (w/36" excavating bucket)

1. Maximum digging depth, not less than 16'5" _____
2. Maximum surface reach, not less than 24' _____
3. Bucket pivot 165 degrees _____
4. Boom tilt 360 degrees (continuous) _____
5. Minimum reach for cleanup not more than 10' 4" _____
6. Maximum digging depth not less than 14' 4" _____
7. Maximum boom arc: 30 degrees above level; 75 degrees below level _____
8. Tail swing not more than 7' _____
9. Maximum machine height with bucket below ground level not more than 12' 8" _____
10. Rated bucket thangible force: 17,030 lbs. _____
11. Rated crowd force: 17,780 lbs. _____

Operator Compartment

1. Fire Extinguisher _____
2. Tinted safety glass, self storing front Window, skylight, acoustical lining _____
3. Air conditioned and heated. _____
4. Full gauge package including fuel and hour meter, oil pressure, hydraulic oil level, hydraulic oil temp., low battery charge, coolant temp., and level, and engine RPM _____
5. Cab mounted engine controls shall consist of a key operated ignition/starter switch _____
6. Instrumentation to be mounted within the operators line of sight. _____
7. Air circulating fan, windshield wiper/washer work lights, vandal covers _____

Additional Equipment

1. Single tooth ripper _____
2. 4' Boom extension _____
3. 60" ditching bucket cont. radius _____

4. Rotary cutter. The cutting diameter of the _____

blade overall shall be 66 inches. Blades shall be easily replaced and made of high carbon steel. The hydraulic motor shall be gear type with a minimum of 25 GPM at 2500 PSI maximum. A dual relief valve shall protect rotary load which may have inertia and high pressure system

5. 16" forestry tree shear. Shearing cylinder shall be rated at 3500 to 4000 PSI. Shear blade shall be comprised of 3/4" hardox 400 high tensile steel and easily replaced when worn.

6. Stump grinder

7. Severe weather warning device

Preventive Maintenance

A full featured preventive maintenance agreement will be provided for five (5) years or 5000 hours by the successful bidder and shall include all preventive maintenance as per the manufacturers recommended maintenance intervals. Maintenance shall be scheduled so as not to interrupt the work schedule of the machine and shall be performed in the field and include all labor, parts, materials and/or supplies. Bidder shall include with the bid the recommended level of maintenance service recommended by the manufacturer. Failure to comply will result in rejection of the bid. Any maintenance items which not covered Must be in the form of written documentation And included with the bid clearly listing those items and exceptions.

Extended Downtime

Should a machine be down for service or or repairs longer than 48 hours, the Successful bidder shall furnish the City a Like machine at no additional cost until the City's machine is back in service.

Records

The contract holder shall, upon completion Of any maintenance or repair service, furnish The Purchasing Division an itemized copy of The service or repair record(s) within ten (10) Days after the work is performed.

Manuals

The successful bidder shall supply two (2) Complete sets of parts, service and Maintenance manuals, at no additional Cost to the City upon delivery of the equipment

Warranty And Repairs

Warranty and all repairs (except for accidents and negligence by the City of Tulsa) shall be Be provided by the successful bidder for a Period of five (5) years or 5000 hours from the Date of delivery. All labor, parts, materials And/or supplies and all transportation shall be

Provided by the successful bidder at no _____
Additional cost to the City of Tulsa. Any repairs _____
Not covered, such as certain wear items, must _____
Be in the form of written documentation and _____
Be included with the bid clearly listing those _____
Items and exceptions. In the event that repairs _____
become necessary due to negligence or _____
Accidents, the successful bidder will provide _____
Repairs at a pre-determined rate. _____