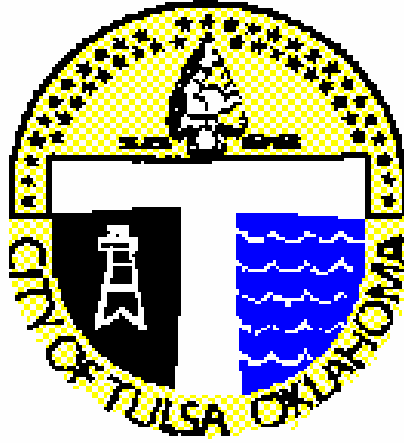


**ADDENDUM
BID 02-320
SKID-STEER LOADERS**

NOTE: THIS ADDENDUM IS TO MAKE A CHANGE TO THE SPECIFICATIONS, ON PAGE 14 OF THIS ADDENDUM, UNDER "HYDRAULICS". CHANGES ARE UNDERLINED.

THE DUE DATE IS STILL 10-30-02. PLEASE INCLUDE THIS ADDENDUM WITH YOUR BID. THANK YOU.



INVITATION FOR SEALED BID

BID 02-320

Description: SKID STEER LOADERS
Department: PUBLIC WORKS
NIGP Commodity Code(s): 070-47-00-000-0

Total pages including this page is 17

NOTE: FAXED BIDS 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**

**you must notify the buyer LARRY HOOD of your intent to bid by
e-mail 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 information requested in the body of the bid invitation.

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 is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices that 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.) _____

Person Authorized to Contract _____

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 02-320

SKID STEER LOADERS

NIGP CODE 070-47-00-000-0

**FOR THE
CITY OF TULSA**

PRICING

BIDDER AGREES TO FURNISH THE FOLLOWING IN ACCORDANCE WITH THE MINIMUM BID SPECIFICATIONS AT THE PRICES SHOWN:

TWO (2) OR MORE SKID STEER LOADERS: \$ _____ EACH

MAKE AND MODEL: _____

NOTE: BIDDERS MUST SUBMIT ONE (1) ORIGINAL BID AND TWO (2) COPIES, EACH WITH ATTACHMENTS AS NECESSARY TO SHOW COMPLIANCE WITH BID SPECIFICATIONS.

BID 02-320 SKID STEER LOADERS

INTENT:

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING, FOR THE SUPPLY OF **TWO (2) OR MORE SKID STEER LOADERS** FOR THE CITY OF TULSA PUBLIC WORKS DEPARTMENT.

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, 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 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.

GENERAL:

BIDDERS SHALL SUBMIT ONE(1) COMPLETE ORIGINAL AND TWO (2) COMPLETE COPIES OF THE BID AND ALL DATA.

ALL EQUIPMENT AND/OR SUPPLIES LISTED IN THIS BID SHALL BE NEW, UNUSED, FIRST LINE QUALITY, MANUFACTURER'S LATEST MODEL AND READY FOR IMMEDIATE SERVICE.

THE MANUFACTURER SHALL CONFORM TO THE BEST PRACTICE KNOWN TO THE INDUSTRY IN DESIGN, QUALITY OF WORKMANSHIP AND MATERIAL, AND BE SUBJECT TO THE SPECIFICATIONS IN FULL. SHOULD THE MANUFACTURER'S CURRENT PUBLISHED DATA OR SPECIFICATIONS EXCEED THE CITY'S SPECIFICATIONS, THEY SHALL BE CONSIDERED MINIMUM AND FURNISHED.

PRICING TERMS:

PRICE(S) BID SHALL BE FIRM FOR A MINIMUM PERIOD OF ONE (1) YEAR FROM BID OPENING DATE .

THE CITY WILL NOT ACCEPT BIDS BASED ON PROGRESSIVE PAYMENTS.

PAYMENT WILL BE MADE IN APPROXIMATELY THIRTY (30) DAYS AFTER RECEIPT AND ACCEPTANCE OF VEHICLE(S) WHEN POSSIBLE.

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.

CONTRACT AND PERFORMANCE BOND:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY IN ACCORDANCE WITH ITEM 15 OF THE **GENERAL TERMS AND CONDITIONS** AS PRINTED ON PAGE 4.

BID BOND:

NOT REQUIRED.

BONDS AND/OR EVIDENCE OF INSURANCE:

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

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

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

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 BRAND NAMES 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 MANUFACTURER, 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.

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 EMPLOYEES 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 NONDISCRIMINATION 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.

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

72 HP HY-FLOW HYDRAULIC SKID LOADER

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 Proposal
Electrical	12 Volt system Manufacturer's largest available capacity battery and C.C.A. Manufacturer's largest available alternator. Include two (2) Halogen front working lights and one(1) rear. Include horn, warning flasher, turning signals. Electric backup alarm.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Brake System	Manufacturer's standard service and parking brakes.	<hr/> <hr/>
Steering System	Two independent Hand Controls	<hr/>
Lift Arm Path	Radial Lift path tractor	<hr/>
Tires and Wheels	Front tires to be 14 x 17.5, Twelve (12) Ply Floatation type. Front tread design to be bar lug, self cleaning. Rear tires to be 14 x 17.5, Twelve (12)Ply Floatation type. Rear tread design to be bar lug, self cleaning. Tires must be interchangeable left to right to narrow.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Hydraulics	Two spare tires and wheels. HY-FLOW Hydraulic pump capacity of 33 GPM to sufficiently operate loader and all accessories including a John Deere Planner. <u>Front quick change mechanism for auxillary attachments to be included.</u> All hoses shall be cordova wrapped. 10 Micron filter. Built-in boom lock operable from operators seat.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Bucket	Commercial type bucket approx. 78 inches in length with bolt on cutting edge. Bucket to be quick attachment type.	<hr/> <hr/> <hr/>
Fuel Tank	One (1)fuel tank approx.20 gallons in capacity	<hr/>

72 HP HY-FLOW HYDRAULIC SKID LOADER

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 Proposal
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 loader. Operational instructions and warnings by decals with pictorials and international symbols. Additionally, a weather resistant operator handbook in English.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Warranty and Repairs	Warranty and all repairs (except for accidents and negligence by the City of Tulsa) shall be provided by the successful bidder for a period of five years (5) 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 exception. In the event that repairs become necessary due to negligence or accidents, the successful bidder will provide repairs at a predetermined rate.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
Extended Downtime	Should a machine be down for service or repairs longer than 48hours, the successful bidder shall furnish the city a like machine at no additional cost until the city's machine is back in service	<hr/> <hr/> <hr/> <hr/> <hr/>
Preventive Maintenance	A full featured preventive maintenance agreement will be provided for five (5) years or 5000 hours by the successful bidder and shall included all preventive maintenance as per the manufacturers recommended maintenance shall be scheduled so as not to interrupt the work schedule of the machine and shall be performed in the field and include with the bid the recommended level of by the manufacturer; failure to comply will result rejection of the bid. Any maintenance form or written documentation and included with the bid clearly listing those items and exceptions.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

72 HP HY-FLOW HYDRAULIC SKID LOADER

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 Proposal
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.	<hr/> <hr/> <hr/> <hr/>
Manuals	The successful bidder shall supply two (2) complete sets or parts, service and maintenance manuals, at no additional cost to the city upon delivery of the equipment.	<hr/> <hr/> <hr/>