



## INVITATION FOR SEALED BID

**TAC 361**

**Description: TRACK TYPE EXCAVATOR RENTAL  
Department: PUBLIC WORKS  
NIGP Commodity Code(s): 975-34-00-000-0**

**Total pages including this page is 18**

**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](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.**

## TABLE OF CONTENTS

**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**

Table of Contents		2
Invitation for Sealed Bid	( Note #1 )	3
General Terms and Conditions		4
Interest Affidavit	( Note #2 )	5
Bidder Affidavit	( Note #2 )	6
Contractor Information Sheet		7
Summary Price Sheet		8
Additional Terms and Conditions		10
Specifications		14

**Your bid response should follow the same format listed above plus any additional information 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: APRIL 11, 2002                      BID NUMBER: TAC 361**

**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: April 3, 2002.

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NOT REQUIRED

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 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.) \_\_\_\_\_

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.**

## TAC-361 TRACK-TYPE EXCAVATOR RENTAL

BIDDER AGREES TO FURNISH TRACK-TYPE EXCAVATORS IN ACCORDANCE WITH THE MINIMUM BID SPECIFICATIONS AT THE PRICES SHOWN:

### ITEM 1 - EXCAVATOR ( 26,680 LB. MINIMUM OPERATING WEIGHT)

A. TOTAL COST PER WEEK: \$ \_\_\_\_\_

B. TOTAL COST PER MONTH: \$ \_\_\_\_\_

MAKE AND MODEL BIDDING: \_\_\_\_\_

NUMBER OF RENTAL UNITS AVAILABLE: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\*\*\*\*

### ITEM 2 - EXCAVATOR ( 32,000 LB. MINIMUM OPERATING WEIGHT)

A. TOTAL COST PER WEEK: \$ \_\_\_\_\_

B. TOTAL COST PER MONTH: \$ \_\_\_\_\_

MAKE AND MODEL BIDDING: \_\_\_\_\_

NUMBER OF RENTAL UNITS AVAILABLE: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ITEM 3 - EXCAVATOR ( 43,500 LB. MINIMUM OPERATING WEIGHT)**

A. TOTAL COST PER WEEK: \$ \_\_\_\_\_

B. TOTAL COST PER MONTH: \$ \_\_\_\_\_

MAKE AND MODEL BIDDING: \_\_\_\_\_

NUMBER OF RENTAL UNITS AVAILABLE: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*\*\***

**ITEM 4 - EXCAVATOR ( 51,000 LB. MINIMUM OPERATING WEIGHT)**

A. TOTAL COST PER WEEK: \$ \_\_\_\_\_

B. TOTAL COST PER MONTH: \$ \_\_\_\_\_

MAKE AND MODEL BIDDING: \_\_\_\_\_

NUMBER OF RENTAL UNITS AVAILABLE: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**\*\*\*\***

**ITEM 5 - EXCAVATOR ( 67,000 LB. MINIMUM OPERATING WEIGHT)**

A. TOTAL COST PER WEEK: \$ \_\_\_\_\_

B. TOTAL COST PER MONTH: \$ \_\_\_\_\_

MAKE AND MODEL BIDDING: \_\_\_\_\_

NUMBER OF RENTAL UNITS AVAILABLE: \_\_\_\_\_

NOTES: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# **TAC-361 TRACK-TYPE EXCAVATOR RENTAL FOR THE CITY OF TULSA**

## **INTENT**

TO SECURE SEALED BIDS FOR THE PURPOSE OF ENTERING INTO AN ANNUAL CONTRACT(S) FOR THE RENTAL OF TRACK-TYPE EXCAVATORS FOR THE CITY OF TULSA.

THE EQUIPMENT FURNISHED MUST BE EQUAL TO THE EQUIPMENT SPECIFIED IN WEIGHTS AND HORSEPOWER RATINGS.

## **PRICES**

PRICES BID SHALL BE COMPLETE, FIRM PRICES FOR THE TERM OF THE CONTACT.

PRICES ARE TO INCLUDE ALL EQUIPMENT MAINTENANCE, SERVICE, MILEAGE AND HAUL CHARGES TO AND FROM THE JOB SITE(S) IN THE TULSA CITY LIMITS.

## **SERVICE AND MAINTENANCE**

SHOULD THE EQUIPMENT NEED SERVICED OR REPAIRED, THE CONTRACT HOLDER SHALL PROVIDE AND EQUAL REPLACEMENT WITHIN 48 HOURS AFTER REPAIR NEEDS ARE REPORTED BY THE USER.

ROUTINE PREVENTIVE MAINTENANCE IS TO BE SCHEDULED WITH THE USER WHEREAS NOT TO EFFECT THE WORK SCHEDULE OF THE CITY.

## **FUEL**

THE CONTRACT HOLDER SHALL DELIVER THE EQUIPMENT WITH A FULL TANK OF FUEL, FULLY SERVICED AND READY FOR USE. THE CITY WILL PROVIDE THE FUEL AFTER THE FIRST TANK.

## **SAFETY**

ALL EQUIPMENT SUPPLIED SHALL MEET ALL OSHA, FEDERAL AND STATE OF OKLAHOMA LAWS GOVERNING SAFETY OF OPERATION.

## **INSURANCE**

THE CONTRACT HOLDER SHALL CARRY ALL INSURANCE REQUIREMENTS DEEMED NECESSARY TO PROTECT THEIR EQUIPMENT AND LIABILITIES. PROOF OF SUCH SHALL BE SUPPLIED TO THE CITY OF TULSA LEGAL DEPARTMENT IF REQUESTED.

## **CONTRACT AND PERFORMANCE BOND**

THE SUCCESSFUL BIDDER WILL 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. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS, RENEWABLE ANNUALLY WITH AGREEMENT BETWEEN BOTH PARTIES CONCERNED.

**PERFORMANCE BONDS AND/OR EVIDENCE OF INSURANCE**

PERFORMANCE BONDS AND/OR EVIDENCE OF INSURANCE REQUIRE 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.**

**PRICE ADJUSTMENT OPTION**

THE PRICE PAID FOR A COMMODITY UNDER THIS CONTRACT SHALL NOT CHANGE DURING THE TERM OF THIS CONTRACT. HOWEVER, IF THE BIDDER ANTICIPATES THAT IT WILL NOT BE ABLE TO MAINTAIN FIRM PRICES FOR ANY RENEWAL PERIOD, A CHANGE IN PRICE MAY BE ALLOWED IN A RENEWAL OF THIS CONTRACT IF THE FOLLOWING CRITERIA ARE MET:

(1) THE BIDDER INCLUDES A FORMULA, TO BE USED TO CALCULATE A CHANGE IN PRICE AT THE TIME OF RENEWAL, **IN THE BID FOR THE INITIAL CONTRACT.** SUCH FORMULA SHALL BE REASONABLE, OBJECTIVE AND CAPABLE OF MEASUREMENT.

(2) THE CONTRACTOR NOTIFIES THE CITY, IN WRITING, NO LATER THAN 30 DAYS PRIOR TO THE EXPIRATION OF THE INITIAL CONTRACT PERIOD, OR ANY RENEWAL PERIOD, OF ITS INTENT TO EXERCISE THE RIGHT TO ESCALATE OR DE-ESCALATE PRICES UNDER THE CONTRACT. THE NOTICE SHALL INCLUDE A CALCULATION OF THE PRICE INCREASE OR DECREASE REQUESTED INCLUDING THE FORMULA USED.

**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.

**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 **ADDENDA AND INTERPRETATIONS (CONTINUED)**

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.

**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.

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

(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 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;

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.

## **OPTIONAL**

THE CITY OF TULSA RESERVES THE RIGHT TO AWARD THE BID TO MORE THAN ONE (1) BIDDER OR TO A BACKUP SOURCE(S).

## SPECIFICATIONS - TRACK TYPE EXCAVATORS

**NOTE: BIDDERS MUST COMPLETE THE BIDDER'S COLUMN BELOW GIVING DETAILS OF HOW THE ITEM THEY ARE PROPOSING MEETS OUR SPECIFICATION. ATTACH DOCUMENTATION AS REQUIRED TO DEMONSTRATE COMPLIANCE.**

ITEM 1	SPECIFICATION	BIDDER'S COLUMN
ENGINE HORSEPOWER:	<u>84 NET SAE</u>	ENGINE HORSEPOWER: _____ _____
STANDARD ARM:	<u>APPROX. 8'-0"</u>	STANDARD ARM: _____
REACH @ G.L.- STD. ARM:	<u>26 FT.</u>	REACH @ G.L.- STD. ARM: _____ _____
DIG DEPTH - STD. ARM:	<u>18 FT.</u>	DIG DEPTH- STD. ARM: _____ _____
LIFT CAPACITY OVER FRT@ 20 FT. G.L.:	<u>5500 LBS.</u>	LIFT CAPACITY OVER FRT. @ 20 FT. G.L.: _____ LB S.
STANDARD OPERATING WEIGHT:	<u>26,680 LBS.</u>	STANDARD OPERATING WEIGHT: _____ LBS .

NOTES:

---



---



---



---



---

ITEM 2	SPECIFICATION	BIDDER'S COLUMN
ENGINE HORSEPOWER:	<u>95 NET SAE</u>	ENGINE HORSEPOWER: _____ _____
STANDARD ARM:	<u>APPROX. 8'-0"</u>	STANDARD ARM: _____
REACH @ G.L.- STD. ARM:	<u>27 FT.-6 INCHES</u>	REACH @ G.L.- STD. ARM: _____ _____
DIG DEPTH - STD. ARM:	<u>18 FT.</u>	DIG DEPTH- STD. ARM: _____ _____
LIFT CAPACITY OVER FRT@ 20 FT. G.L.:	<u>6200 LBS.</u>	LIFT CAPACITY OVER FRT. @ 20 FT. G.L.: _____ LB S.
STANDARD OPERATING WEIGHT:	<u>32,000 LBS.</u>	STANDARD OPERATING WEIGHT: _____ LBS .

NOTES:

---



---



---



---



---

<b>ITEM 3</b>		
ENGINE HORSEPOWER:	<u>128 NET SAE</u>	ENGINE HORSEPOWER: _____ _____
STANDARD ARM:	<u>APPROX. 9'-2"</u>	STANDARD ARM: _____
REACH @ G.L.- STD. ARM:	<u>29 FT - 10 INCHES.</u>	REACH @ G.L.- STD. ARM: _____ _____
DIG DEPTH - STD. ARM:	<u>20 FT.- 2 INCHES</u>	DIG DEPTH- STD. ARM: _____ _____
LIFT CAPACITY OVER FRT@ 20 FT. G.L.:	<u>12,600 LBS.</u>	LIFT CAPACITY OVER FRT. @ 20 FT. G.L.: _____ LB S.
STANDARD OPERATING WEIGHT:	<u>43,500 LBS.</u>	STANDARD OPERATING WEIGHT: _____ LBS .

NOTES:

---



---



---



---



---

<b>ITEM 4</b>		
ENGINE HORSEPOWER:	<u>148 NET SAE</u>	ENGINE HORSEPOWER: _____ _____
STANDARD ARM:	<u>APPROX. 9'-2"</u>	STANDARD ARM: _____
REACH @ G.L.- STD. ARM:	<u>32 FT.-10 INCHES.</u>	REACH @ G.L.- STD. ARM: _____ _____
DIG DEPTH - STD. ARM:	<u>22 FT.</u>	DIG DEPTH- STD. ARM: _____ _____
LIFT CAPACITY OVER FRT@ 20 FT. G.L.:	<u>15,000 LBS.</u>	LIFT CAPACITY OVER FRT. @ 20 FT. G.L.: _____ LB S.
STANDARD OPERATING WEIGHT:	<u>51,000 LBS.</u>	STANDARD OPERATING WEIGHT: _____ LBS .

NOTES:

---



---



---



---



---

<b>ITEM 5</b>		
ENGINE HORSEPOWER:	<u>200 NET SAE</u>	ENGINE HORSEPOWER: _____ _____
STANDARD ARM:	<u>APPROX. 10'-2"</u>	STANDARD ARM: _____
REACH @ G.L.- STD. ARM:	<u>33 FT.-10 INCHES</u>	REACH @ G.L.- STD. ARM: _____ _____
DIG DEPTH - STD. ARM:	<u>24 FT.</u>	DIG DEPTH- STD. ARM: _____ _____
LIFT CAPACITY OVER FRT@ 20 FT. G.L.:	<u>20,000 LBS.</u>	LIFT CAPACITY OVER FRT. @ 20 FT. G.L.: _____ LB S.
STANDARD OPERATING WEIGHT:	<u>67,000 LBS.</u>	STANDARD OPERATING WEIGHT: _____ LBS .

NOTES:

---



---



---



---



---