

April 24, 2002

TAC #528A
BACKHOE/LOADER
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.

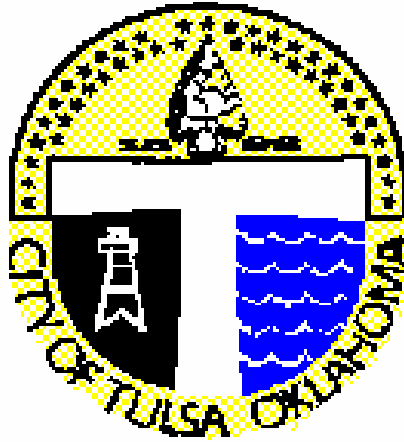
- 1. Subject bid scheduled to open Thursday, April 25, 2002, has been rescheduled to open Thursday, May 2, 2002. Bid must be in office of City Clerk, 200 Civic Center, Room 109 by 5:00 p.m. on Wednesday, May 1, 2002.**

All other provisions remain the same.

Please include this addendum with your bid submittal.

COMPANY NAME

SIGNATURE



INVITATION FOR SEALED BID

TAC 528A

Description: BACKHOE / LOADER
Department: PUBLIC WORKS
NIGP Commodity Code(s): 760-04-00-000-0

Total pages including this page is 30

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.

**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 25, 2002

BID NUMBER: TAC 528A

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 16, 2002.

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: \$ 1,000.00

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 _____

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-528A

**BACKHOE/LOADER
NIGP CODE 760-04-00-000-0
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 BACKHOE/LOADERS: \$ _____ EACH

MAKE AND MODEL: _____

OPTIONAL:

1. 5 YEAR/6000 HOUR WARRANTY:
\$ _____ DEDUCT

2. PREVENTIVE MAINTENANCE AGREEMENT:
\$ _____ DEDUCT

**TAC-528A
BACKHOE/LOADERS
NIGP CODE 760-04-00-000-0
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 BACKHOE/LOADERS FOR THE CITY OF TULSA ON AN ANNUAL BASIS.

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 BACKHOE/LOADERS COMPLETE WITH WARRANTY AND PREVENTIVE MAINTENANCE SERVICE AS SPECIFIED INCLUDED IN THE BASE PRICE.

PROTOTYPE EQUIPEMENT WILL NOT BE EXCEPTED. BIDS WILL BE EXCEPTED ONLY FROM EQUIPMENT MANUFACTURERS THAT HAVE BEEN MANUFACTURING AND SELLING BACKHOE/LOADERS IN THE UNITED STATES FOR THE PAST TEN (10) YEARS.

PRICES SHALL REMAIN FIRM FOR THE CONTRACT YEAR.

GENERAL

BIDDERS SHALL SUBMIT BIDS IN DUPLICATE FORM.

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 TWO (2) ADDITIONAL YEARS, RENEWABLE ANNUALLY WITH AGREEMENT BETWEEN BOTH PARTIES CONCERNED.

A PERFORMANCE BOND IN THE AMOUNT OF **\$100,000.00** 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 **\$1000.00** 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 THE 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.**

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.

WARRANTY

THE MANUFACTURER SHALL WARRANT EACH BACKHOE/LOADER 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 6000 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. GROUND CONTACT ITEMS SUCH AS BUCKET TEETH, TIRES, ETC. SHALL BE EXCLUDED. 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.

THE CITY WILL NOT CONSIDER BIDS THAT DO NOT COMPLY WITH THE MINIMUM REQUIREMENTS OF THIS WARRANTY AND PREVENTIVE MAINTENANCE AGREEMENT AS SPECIFIED HEREIN.

SHOULD A MACHINE BE DOWN FOR SERVICE OR REPAIRS LONGER THAN FORTY-EIGHT (48) HOURS, THE CONTRACT HOLDER SHALL FURNISH THE CITY A LIKE MACHINE AT NO ADDITIONAL COST UNTIL THE CITY'S MACHINE IS BACK IN OPERATION.

SPARE PARTS

BIDDERS SHALL SUBMIT A COMPLETE LISTING OF SPARE PARTS STOCKED LOCALLY BY YOUR COMPANY IF SO REQUESTED BY THE CITY.

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.

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 BACKHOE/LOADER FOR OPERATIONAL USE.

DELIVERY AND SPECIAL INSTRUCTIONS

THE SUCCESSFUL BIDDER(S) SHALL DELIVER ALL BACKHOE/LOADERS, 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.

TESTS

THE CITY RESERVES THE RIGHT TO SUBJECT ALL PRODUCTS OFFERED, PRIOR TO AWARD OF BID, TO WHATEVER PHYSICAL AND OR CHEMICAL TESTS ARE DEEMED NECESSARY TO SATISFY THE PURPOSE FOR WHICH THEY ARE REQUIRED.

IF ADDITIONAL SAMPLES ARE REQUIRED TO COMPLETE SUCH TESTS, THEY SHALL BE SUPPLIED BY THE BIDDER AT NO ADDITIONAL COST.

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.

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.

MANUALS

THE SUCCESSFUL BIDDER SHALL SUPPLY WITH EACH UNIT PURCHASED 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.

BIDDER SHALL INCLUDE IN THEIR BASE BID PRICE A FIVE (5) YEAR OR 6000 HOUR FULL PARTS AND LABOR WARRANTY AND A PREVENTIVE MAINTENANCE SERVICE BASED ON BUT NOT LIMITED TO THE FOLLOWING INFORMATION SUPPLIED. THIS WARRANTY AND PREVENTIVE MAINTENANCE SERVICE IS A BROAD BASED EQUIPMENT PLAN AND ONLY THOSE ITEMS PERTINENT TO THE EQUIPMENT SPECIFIED SHALL APPLY.

PREVENTIVE MAINTENANCE SERVICE SHALL BE COORIDATED WITH THE USING DEPARTMENT SO AS NOT TO INTERUPT WORK SCHEDULES.

PREVENTIVE MAINTENANCE SERVICE

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

WARRANTY

BIDDER SHALL BID A WARRANTY BASED ON FULL MACHINE COVERAGE FOR 6 YEARS OR 6500 HOURS.

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.

WARRANTY (CONTINUED)

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.

RECORDS

THE CONTRACT HOLDER SHALL, UPON COMPLETION OF ANY MAINTENANCE OR REPAIR SERVICE, FURNISH THE USING DEPARTMENT AN ITEMIZED COPY OF THE SERVICE OR REPAIR RECORD(S) WITHIN TEN (10) DAYS AFTER THE WORK IS PERFORMED.

TRAINING

THE CONTRACT HOLDER SHALL SUPPLY AT NO ADDITIONAL COST TO THE CITY, A MINIMUM OF EIGHT (8) HOURS TRAINING ON OPERATION AND ROUTINE SERVICE. TRAINING SHALL BE AT THE CITY OF TULSA FACILITIES WITHIN ONE (1) WEEK OF DELIVERY OF THE MACHINE.

QUANTITIES

THE CITY DOES NOT GUARANTEE ANY SPECIFIC AMOUNT OF BACKHOE/LOADERS TO BE PURCHASED FROM THIS CONTRACT.

OPTIONAL

ALTHOUGH IT IS THE CITY'S STANDARD TO PURCHASE BACKHOE/LOADERS WITH WARRANTY AND PREVENTIVE MAINTENANCE PLANS AS SPECIFIED, IT MAY BECOME NECESSARY DUE TO BUDGET RESTRAINTS TO PURCHASE BACKHOE/LOADERS FROM THIS CONTRACT WITHOUT EITHER THE 5 YEAR/6000 HOUR WARRANTY OR THE PREVENTIVE MAINTENANCE AGREEMENT. IN ORDER TO DO SO, BIDDERS SHALL BID A DEDUCT FROM THE BASE PRICE FOR BOTH THE 5 YEAR/6000 HOUR WARRANTY AND THE PREVENTIVE MAINTENANCE AGREEMENT.

THIS OPTION WILL NOT BE CONSIDERED IN THE OVERALL AWARD OF THE BID AND THE BID WILL BE AWARDED ONLY ON THE BASE COST FIGURE AND THE TERMS & CONDITIONS OF THE AWARD OF BID SECTION HEREIN.

SHOULD THE CITY CHOOSE TO DEDUCT THE 5 YEAR/6000 HOUR WARRANTY, THE MANUFACTURER'S STANDARD WARRANTY SHALL APPLY.

BIDDERS SHALL SUBMIT THE MANUFACTURER'S STANDARD WARRANTY CLAUSE WITH YOUR BID DOCUMENTS.

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM	SPECIFICATIONS (MINIMUM)	BIDDER'S PROPOSAL
EQUIPMENT DESCRIPTION	CURRENT YEAR MODEL BACKHOE / FRONT END LOADER	MODEL YEAR: _____ MANUFACTURER: _____ MODEL NUMBER: _____
ENGINE	1. FUEL: <u>DIESEL</u> 2. SAE GROSS H.P.: <u>84 TURBOCHARGED</u> 3. MAX. NET TORQUE: <u>273</u> AT _____ 2200 RPM 4. DISPLACEMENT: <u>276</u> CU. IN. 5. NUMBER OF CYLINDERS: <u>4</u> 6. AIR CLEANER(S): <u>DRY-TYPE, DUAL REPLACEABLE ELEMENTS, WITH RESTRICTION INDICATOR.</u> 7. OIL FILTER(S): <u>FULL FLOW, SPIN-ON TYPE</u> 8. FUEL FILTER(S): <u>PRIMARY AND SECONDARY</u> 9. WATER SEPARATOR: <u>IN-LINE</u> 10. STARTING AID: <u>110 VOLT, 1500 WATT ELECTRIC BLOCK HEATER</u> 11. ENGINE HOURMETER: <u>INCLUDE</u> 12. EXHAUST SYSTEM: <u>VERTICAL WITH RAIN CAP AND SPARK ARRESTING MUFFLER</u> 13. ADDITIONAL INSTRUCTIONS: <u>INCLUDE: MURPHY ENGINE SHUTDOWN SWITCHES AS FOLLOWS:</u> (A) <u>LOW OIL PRESSURE</u> (B) <u>LOW WATER</u>	1. FUEL: _____ 2. SAE GROSS H.P.: _____ 3. MAX NET TORQUE: _____ AT _____ RPM 4. DISPLACEMENT: _____ CU. IN. 5. NUMBER OF CYLINDERS: _____ 6. AIR CLEANER(S): _____ 7. OIL FILTER(S): _____ 8. FUEL FILTER(S): _____ 9. WATER SEPARATOR: _____ 10. STARTING AID: _____ 11. ENGINE HOURMETER: _____ 12. EXHAUST SYSTEM: _____ 13. ADDITIONAL INSTRUCTIONS: _____ (A) _____ (B) _____
POWERTRAIN	1. TRANSMISSION TYPE: <u>SHUTTLE</u> 2. SPEEDS FORWARD: <u>FOUR (4)</u> 3. SPEEDS REVERSE: <u>FOUR (4)</u> 4. TORQUE CONVERTER: <u>REQUIRED</u> 5. REVERSING UNIT: <u>HYDRAULIC</u> 6. FINAL DRIVE: <u>INBOARD PLANETARY</u>	1. TRANSMISSION TYPE: _____ 2. SPEEDS FORWARD: _____ 3. SPEEDS REVERSE: _____ 4. TORQUE CONVERTER: _____ 5. REVERSING UNIT: _____ 6. FINAL DRIVE: _____

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM

SPECIFICATIONS (MINIMUM)

BIDDER'S PROPOSAL

COOLING SYSTEM

1. RADIATOR CAPACITY: LARGEST CAPACITY AVAILABLE FROM THE MANUFACTURER
2. COOLANT RECOVERY SYSTEM: TO BE INCLUDED
3. ADDITIONAL INSTRUCTIONS: INCLUDE: ANTI-FREEZE PROTECTION TO -30 DEGREES F.

1. RADIATOR CAPACITY: _____
2. COOLANT RECOVERY SYSTEM: _____
3. ADDITIONAL INSTRUCTIONS: _____

ELECTRICAL SYSTEM

1. VOLTAGE: *
2. BATTERY(S)--QUANTITY: *
3. BATTERY(S) CCA: * EA.
4. ALTERNATOR: 95 AMP HRS
5. HEAD LAMPS: INCLUDE
6. TAIL LIGHTS: INCLUDE
7. TURN SIGNALS: INCLUDE
8. FLASHER LIGHTS: INCLUDE (2)
9. WORKING LIGHTS: INCLUDE (2)
10. STROBE LIGHTS: INCLUDE (1) PSE NO. L1200 LOW PROFILE 4 1/2" H AMBER STROBE LIGHT MOUNTED ON TOP OF CAB WITH DASH MOUNTED SWITCH.
11. ADDITIONAL INSTRUCTIONS: * LARGEST AVAILABLE CAPACITY AS ADVERTISED BY THE MANUFACTURER.

1. VOLTAGE: _____
2. BATTERY(S)--QUANTITY: _____
3. BATTERY(S) CCA: _____ EA.
4. ALTERNATOR: _____ AMP HRS
5. HEAD LAMPS: _____
6. TAIL LIGHTS: _____
7. TURN SIGNALS: _____
8. FLASHER LIGHTS: _____
9. WORKING LIGHTS: _____
10. STROBE LIGHTS: _____
11. ADDITIONAL INSTRUCTIONS: _____

BRAKE SYSTEM

1. SERVICE BRAKES: FULLY ENCLOSED WET DISK.
2. PARKING BRAKES: MANUFACTURER'S STANDARD
3. ADDITIONAL INSTRUCTIONS: _____

1. SERVICE BRAKES: _____
2. PARKING BRAKES: _____
3. ADDITIONAL INSTRUCTIONS: _____

STEERING

1. TYPE: HYDROSTATIC POWER

1. TYPE: _____

TIRES

1. FRONT: **
2. REAR: **
3. ADDITIONAL INSTRUCTIONS: **MANUFACTURER'S STANDARD

1. FRONT: _____
2. REAR: _____
3. ADDITIONAL INSTRUCTIONS: _____

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM	SPECIFICATIONS (MINIMUM)	BIDDER'S PROPOSAL
HYDRAULIC	1. HYDRAULIC PUMP: <u>GEAR DRIVEN</u> 2. HYD. PUMP CAPACITY: <u>35</u> GPM 3. FILTRATION: <u>SPIN ON TYPE</u> 4. HYDRAULIC LINES: <u>STEEL</u> 5. ADDITIONAL ISNTRUCTIONS: _____ (A) <u>HYDRAULIC SYSTEM SHALL BE AS REQUIRED TO SUFFICIENTLY OPERATE LOADER AND BACKHOE SIMULTANEOUSLY.</u> (B) <u>BACKHOE BOOM AND CROWD CYLINDERS MUST BE EQUIPPED WITH SAFETY HOLDING VALVES TO PREVENT RELEASE OF LOAD IN EVENT OF HYDRAULIC LINE FAILURE. AS PER CITY OF TULSA STANDARD NO. 000081 & ISO STANDARD 8643.</u> (C) <u>HYDRAULICS WITH QUICK-DISCONNECTS PLUMBED TO MIDDLE OF DIPPER FOR MOUNTED TOOLS.</u>	1. HYDRAULIC PUMP: _____ 2. HYD. PUMP CAPACITY: _____ GPM 3. FILTRATION: _____ 4. HYDRAULIC LINES: _____ 5. ADDITIONAL INSTRUCTIONS: _____ (A) _____ (B) _____ (C) _____
OPERATOR COMPARTMENT	1. TYPE: <u>O.S.H.A. APPROVED ROPS, TOTALLY ENCLOSED. ALL WEATHER PROTECTED CAB.</u> 2. WINDOWS: <u>FULL VISIBILITY, REMOVABLE WITH WINDOW LOCKS W/PROTECTION PANELS.</u> 3. SEAT TYPE: <u>FULL FOAM, DELUXE, ADJUSTABLE WITH SEAT BELT. HEAVY-DUTY VINYL COVERED.</u> 4. CAB INSULATION: <u>INCLUDE</u> 5. VENTILATION FAN: <u>INCLUDE</u> 6. HEATER/DEFROSTER: <u>INCLUDE</u> 7. AIR CONDITIONING: <u>INCLUDE</u> 8. WINDSHIELD WIPERS: <u>2-SPEED WITH WASHER (FRONT & REAR)</u> 9. CONTROLS: <u>MANUFAC-TURER'S STANDARD</u> 10. ADDITIONAL INSTRUCTIONS: <u>INCLUDE::</u> (A) <u>PRESSURIZED CAB</u> (B) <u>SOUND PROOFING TO OSHA APPROVED SOUND LEVEL OF 85DB</u>	1. TYPE: _____ 2. WINDOWS: _____ 3. SEAT TYPE: _____ 4. CAB INSULATION: _____ 5. VENTILATION FAN: _____ 6. HEATER/DEFROSTER: _____ 7. AIR CONDITIONING: _____ 8. WINDSHIELD WIPERS: _____ 9. CONTROLS: _____ 10. ADDITIONAL INSTRUCTIONS: _____ INCLUDE: (A) _____ (B) _____

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM	SPECIFICATIONS (MINIMUM)	BIDDER'S PROPOSAL
OPERATOR COMPARTMENT (CONT'D)	11. TWO (2) CAB DOORS FOR ENTRY AND SAFETY	11. _____ _____
INSTRUMENT PANEL	1. FUEL GAUGE: <u>INCLUDE</u> 2. LOW FUEL ALARM: <u>N/R</u> 3. COOLANT TEMP. GAUGE: <u>INCLUDE</u> 4. COOLANT TEMP. ALARM: <u>INCLUDE</u> 5. OIL PRESSURE GAUGE: <u>INCLUDE</u> 6. OIL PRESSURE ALARM: <u>INCLUDE</u> 7. AMMETER: <u>INCLUDE</u> 8. TACHOMETER: <u>INCLUDE</u> 9. HOURMETER: <u>INCLUDE</u> 10. VANDALISM PROTECTION: _____ <u>INCLUDE</u> 11. ADDITIONAL INSTRUCTIONS: _____ <u>ALL ALARMS TO INCLUDE BOTH</u> <u>AUDIBLE AND VISUAL WARNING.</u>	1. FUEL GAUGE: _____ 2. LOW FUEL ALARM: _____ 3. COOLANT TEMP. GAUGE: _____ 4. COOLANT TEMP. ALARM: _____ 5. OIL PRESSURE GAUGE: _____ 6. OIL PRESSURE ALARM: _____ 7. AMMETER: _____ 8. TACHOMETER: _____ 9. HOURMETER: _____ 10. VANDALISM PROTECTION: _____ 11. ADDITIONAL INSTRUCTIONS: _____ _____ _____
LOADER	1. BUCKET TYPE: <u>HEAVY-DUTY GENERAL PURPOSE.</u> 2. BUCKET CAPACITY HEAPED: <u>1.3 CUBIC YARD.</u> 3. BUCKET WIDTH: <u>92</u> INCHES 4. LIFT CAPACITY FULL HEIGHT: <u>6150</u> LBS. 5. HEIGHT TO BUCKET HINGE PIN, RAISED: <u>11 FT. 2 IN.</u> 6. BUCKET ROLL BACK AT GROUND-LINE: <u>40</u> DEGREES 7. BREAKOUT FORCE: <u>8900</u> LBS. 8. DIGGING DEPTH BELOW GROUND LINE - BUCKET FLAT: <u>4</u> IN. 9. DUMP CLEARANCE AT FULL HEIGHT 45 DEGREE DUMP: <u>8' - 8"</u> 10. DUMP REACH AT FULL HEIGHT 45 DEGREE DUMP: <u>30</u> INCHES. 11. LOADED BUCKET RAISED TO MAX. HEIGHT: <u>4.9</u> SECONDS. 12. ADDITIONAL INSTRUCTIONS: INCLUDE: <u>(A) SINGLE LEVER CONTROL</u> <u>(B) BUCKET SELF-LEVELING</u> <u>W/LEVEL INDICATOR AND RETURN TO DIG.</u>	1. BUCKET TYPE: _____ 2. BUCKET CAPACITY: _____ 3. BUCKET WIDTH: _____ 4. LIFT CAPACITY: _____ FULL HEIGHT: _____ 5. HEIGHT TO BUCKET HINGE PIN, RAISED: _____ FT. _____ IN. 6. BUCKET ROLL BACK AT GROUND LINE: _____ DEGREES. 7. BREAKOUT FORCE: _____ LBS. 8. DIGGING DEPTH BELOW GROUND LINE - BUCKET FLAT: _____ IN. 9. DUMP CLEARANCE AT FULL HEIGHT 45 DEGREE DUMP: _____ 10. DUMP REACH AT FULL HEIGHT 45 DEGREE DUMP: _____ INCHES. 11. LOADED BUCKET RAISED TO MAX. HEIGHT: _____ SECONDS. 12. ADDITIONAL INSTRUCTIONS: INCLUDE: (A) _____ (B) _____ _____ _____

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM	SPECIFICATIONS (MINIMUM)	BIDDER'S PROPOSAL
BACKHOE	<ol style="list-style-type: none"> 1. BUCKET TYPE: <u>HEAVY-DUTY TRENCHING WITH 4-REPLACEABLE TEETH.</u> 2. BUCKET WIDTH: <u>24</u> INCHES. 3. BUCKET CONNECTION: <u>RIGID TYPE, QUICK COUPLER</u> 4. DIGGING DEPTH: <u>18</u> FT. <u>2</u> IN. 5. OVERALL REACH FROM REAR AXLE CENTERLINE: <u>25</u> FT. <u>4</u> IN. 6. LOADING HEIGHT: <u>14</u> FT. <u>1</u> IN. 7. SWING ARC: <u>180</u> DEGREES. 8. LOADING REACH: <u>7</u> FT. <u>2</u> IN. 9. BUCKET ROTATION: <u>190</u> DEGREES 10. STABILIZER SPREAD <ol style="list-style-type: none"> (A) OPERATING POSITION: <u>10</u> FT. <u>2</u> INCHES. (B) TRANSPORT POSITION: <u>7</u> FT. <u>2</u> INCHES. 11. DIGGING FORCE <ol style="list-style-type: none"> (A) BUCKET CYLINDER, SAE <u>12,158</u> LBS. (B) DIPPER CYLINDER, SAE <u>7,796</u> LBS. 12. LEVELING ANGLE (MAX. SLOPE ON WHICH BACKHOE WILL MAKE VERTICAL CUT): <u>14</u> DEGREES. 13. LIFT CAPACITY AT TOP OF LIFT HEIGHT: <u>2700</u> LBS. 14. LIFT CAPACITY ANYWHERE WITHIN FULL SWING ARC: <u>2,000</u> LBS. 15. EXTENDABLE DIPPERSTICK: <u>TO BE INCLUDED</u> 16. ADDITIONAL INSTRUCTIONS: <u>INCLUDE HYDRAULIC QUICK-CONNECTING FITTINGS FOR THE USE OF HYDRAULIC TOOLS, ETC. ON MIDDLE OF DIPPER STICK</u> 	<ol style="list-style-type: none"> 1. BUCKET TYPE: _____ 2. BUCKET WIDTH: _____ INCHES. 3. BUCKET CONNECTION: _____ 4. DIGGING DEPTH: _____ FT. _____ IN. 5. OVERALL REACH FROM REAR AXLE CENTERLINE: _____ FT. _____ IN. 6. LOADING HEIGHT: _____ 7. SWING ARC: _____ DEGREES 8. LOADING REACH: _____ 9. BUCKET ROTATION: _____ DEGREES 10. STABILIZER SPREAD <ol style="list-style-type: none"> (A) OPERATING POSITION: _____ FT. _____ INCHES. (B) TRANSPORT POSITION: _____ FT. _____ INCHES. 11. DIGGING FORCE <ol style="list-style-type: none"> (A) BUCKET CYLINDER, SAE _____ LBS. (B) DIPPER CYLINDER, SAE _____ LBS. 12. LEVELING ANGLE (MAX. SLOPE ON WHICH BACKHOE WILL MAKE VERTICAL CUT): _____ DEGREES. 13. LIFT CAPACITY AT TOP OF LIFT HEIGHT: _____ LBS. 14. LIFT CAPACITY ANYWHERE WITHIN FULL SWING ARC: _____ LBS. 15. EXTENDABLE DIPPERSTICK: _____ 16. ADDITIONAL INSTRUCTIONS: _____

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM	SPECIFICATIONS (MINIMUM)	BIDDER'S PROPOSAL
DIMENSIONS	1. OVERALL TRANSPORT LENGTH: <u> </u> <u> 23 </u> FT. <u> 6 </u> INCHES 2. OVERALL TRANSPORT WIDTH: <u> 7 </u> FT. <u> 2 </u> INCHES 3. GROUND CLEARANCE AT BACKHOE MAINFRAME: <u> 13 </u> IN. 4. OPERATING WEIGHT SAE INCLUDING CAB AND EXTENDABLE DIPPERSTICK: <u> </u> <u>14,850</u> LBS. 5. ADDITIONAL INSTRUCTIONS: <u>UNIT</u> <u>MUST BE ABLE TO FIT ON</u> <u>STANDARD TRAILER.</u>	1. OVERALL TRANSPORT LENGTH: <u> </u> _____ 2. OVERALL TRANSPORT WIDTH: <u> </u> _____ 3. GROUND CLEARANCE AT BACKHOE MAINFRAME: _____ 4. OPERATING WEIGHT SAE INCLUDING CAB AND EXTENDABLE DIPPERSTICK: _____ _____ LBS. 5. ADDITIONAL INSTRUCTIONS: _____ _____ _____

SECTION 1

SECTION 2

ITEM	SPECIFICATIONS (MINIMUM)	BIDDER'S PROPOSAL
FUEL TANK	1. CAPACITY: <u> APPROX. 36 GAL. </u>	1. CAPACITY: _____
COLOR	1. MANUFACTURER'S STANDARD.	1. _____
ADDITIONAL EQUIPMENT	1. BACKUP ALARM: <u> INCLUDE </u> 2. HORN: <u> INCLUDE </u> 3. SMV EMBLEM: <u> INCLUDE </u> 4. DISH FENDERS: <u> INCLUDE </u> 5. FULL LOCKUP PACKAGE: <u> INCLUDE </u> 6. TOOL BOX: <u> INCLUDE </u> 7. STREET PADS: <u> INCLUDE 130 LB.</u> <u> RUBBERIZED / REVERSIBLE. </u>	1. BACKUP ALARM: _____ 2. HORN: _____ 3. SMV EMBLEM: _____ 4. DISH FENDERS: _____ 5. FULL LOCKUP PACKAGE: _____ 6. TOOL BOX: _____ 7. STREET PADS: _____
OPTIONAL	1. WEIGHTS: <u> MANUFACTURER'S</u> <u> RECOMMENDATION </u>	1. WEIGHTS: _____
OPERATING WEIGHT	1. <u> 14,850 LBS. </u>	1. OPERATING WEIGHT: _____ LBS.

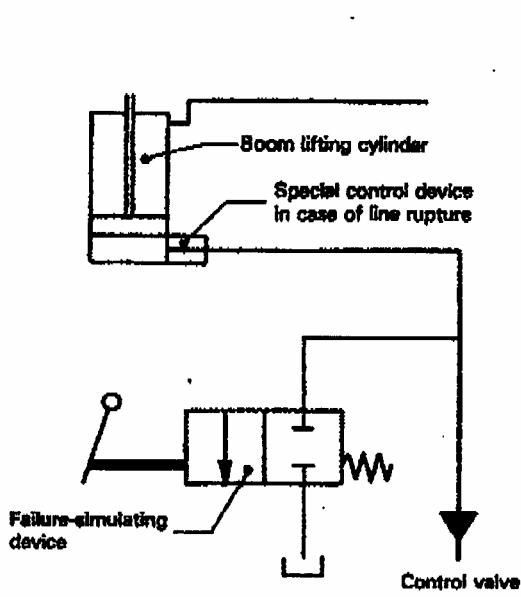


Figure 1

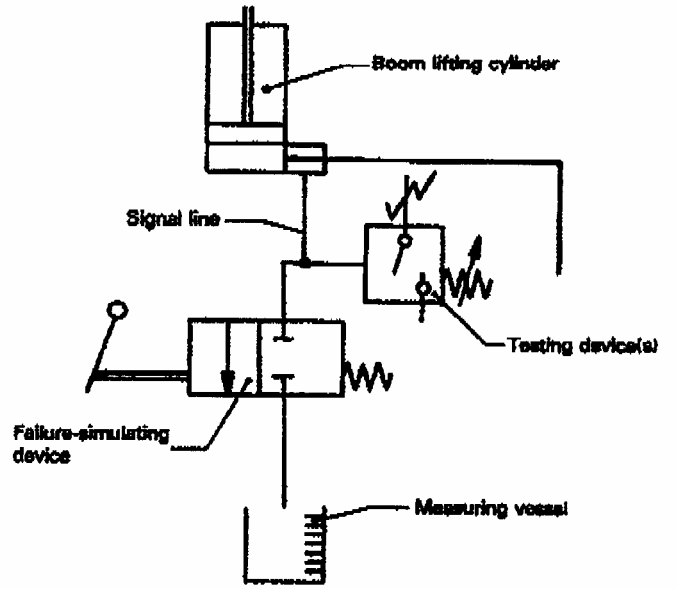


Figure 2

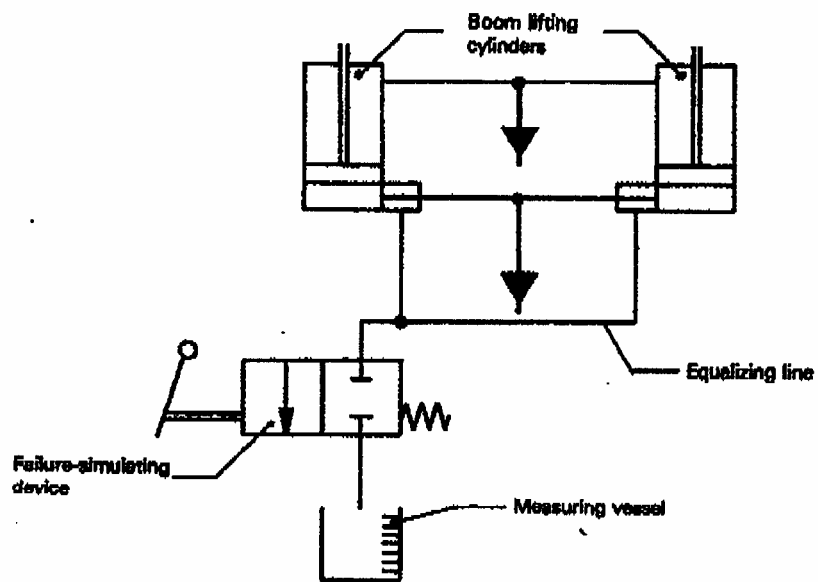


Figure 3

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM

SPECIFICATIONS (MINIMUM)

BIDDER'S PROPOSAL

ISO (The International Organization for Standardization) is a worldwide **federation of national** standards bodies (ISO member bodies). The work of preparing International Standards is normally carried out through ISO technical **committees**. Each member body interested in a subject for which a technical committee has been established has the right to be represented on that **committee**. **International organizations**, governmental and non-governmental, in liaison with ISO, also take part in the work.

Draft International Standards adopted by the technical committees are circulated to the member bodies for approval before their acceptance as International Standards by the ISO Council. They are approved in accordance with ISO procedures requiring at least 75 % approval by the member bodies voting.

International Standard ISO 8643 was prepared by Technical Committee ISO/TC 127, **Earth-moving machinery**.

Users should note that all International Standards undergo revision from time to time and that any reference **made** herein to any other International Standard implies its latest edition, unless otherwise stated.

BACKHOE/LOADER

BIDDERS 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, ETC.

SECTION 1

SECTION 2

ITEM

SPECIFICATIONS (MINIMUM)

BIDDER'S PROPOSAL

Earth-moving machinery ' _ Hydraulic excavator and backhoe loader boom lowering control device Requirements and tests

0 Introduction

lift point to

Where national regulations permit use of excavators or backhoe loaders for lifting operations, a failure in the hydraulic the lift point boom circuit may endanger persons under raised loads.

This risk can be reduced by applying a control device, which ensures controlled load lowering *in case* of a hydraulic line failure or rupture in the boom circuit.

Test procedures are based on the special design characteristics of the hydraulic systems of hydraulic excavators and the backhoe part of backhoe loaders, and conditions of use. uncontrolled

or rupture.

1 Scope

while

This International Standard establishes uniform requirements rupture and test procedures for boom lowering control devices fitted on lowering boom lift cylinders to control the rate of drop in case of a load, hydraulic line failure or rupture.

position,

2 Field of application

allowable

This International Standard applies to boom control lowering devices on hydraulic excavators and the backhoe part of shall backhoe loaders, when used for lifting of loads. and shall

3 Reference

between

ISO 6165, Earth-moving machinery - Basic Types -

Vocabulary.
after a

4.4 Lift point height. Vertical distance from the lift point to the ground reference plane (GRP).

4.5 Lift point radius: Horizontal distance from the axis of rotation.

5 Requirements for lifting loads

5.1 For hydraulic excavators and the backhoe part of backhoe loaders used in lifting operations, a controlled lowering device shall be provided which prevents

lowering of the boom in case of a hydraulic line failure

5.2 Such control devices shall operate automatically

raising, holding and lowering loads. In case of line during down movement, the increase in the initial speed shall be less than 200 mm/s, measured at the whatever the height of the fall.

After the operator returns the control to the neutral

the drop rate of the load shall not exceed 10 mm/s.

for internal leakage in the system.

5.3 The operation of the boom control lowering device

not detract from the normal response of the machine

not, at any time, endanger the stability of the machine.

5.4 A relief valve to protect the cylinder may be fitted

the cylinder and the control device.

5.5 In case of a failure of the boom control system, or

BACKHOE/LOADER

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machine.	4 Definitions	boom line rupture, lowering of the load shall be possible without endangering person(s) or the stability of the
cylinder	4.1 Boom control system. Hydraulic control valve(s) (including pilot and slave valves) used for raising and lowering of the boom.	5.6 Except for tubes and fittings integrated into the assembly and supported at both ends, tubes and
4.2 Rated lift capacity- Smaller of either the rated tipping parallel capacity or the rated hydraulic lift capacity.	4.3 Lift point: One point as defined by the manufacturer for shall	not be used to connect (a) the lift cylinder to the control device: (b) the lift cylinder to the relief valve when it is in
purpose of lifting. It is defined by lift point height and lift point valve radius.		with the control device. Tubes and fittings integrated into the cylinder assembly have a minimum burst pressure of four times the relief pressure for that part of the system.

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5.7 Signal lines for testing device(s) and equalizing lines between lift cylinders are permissible, if rupture of one of those lines results in oil leakage of not more than 10 /min for each cylinder at approximately 40 to 60 degree C oil temperature at the specified operating pressure.
each test

6.3.2 The functions of boom raise and lower shall be and at a reduced speed of max. 200 mm/s, measured test load.

6.3.3 The load shall be lowered and set down after in accordance with 5.5

6 Test method

6.4 Testing of holding position

6.1 Apparatus above

6.1.1 Stop watch.
position.

6.1.2 Measuring tape or scale.
and

6.1.3 Thermometer, measuring from 0 to 100 degrees C.

shall be

6.1.4 Measuring container, of 2 l capacity or flowmeter.

6.1.5 Collecting container. for hydraulic oil or alternatively oil return line to tank.

continuously

6.1.6 Test load, a mass (50 +/- 10) % of the rated lift capacity at a specific lift point radius.

NOTE - Test methods ensuring equal results may be used, for cylinder(s)
example a level size near a vertical wall to which a paper is pinned to record the load displacement In the tube or hose rupture simulation test, where the load is fitted with a stylus.
10 shall be

6.2 Preparation for test

6.2.1 A failure-simulating device shall be installed in any connecting line the failure of which could cause the boom to lower. continuously

The tube for testing shall not increase the resistance of the connecting line.

Examples of such installations are
cylinder(s)

(a) in the line between boom lift cylinder and control valve

6.4.1 The test load shall be raised approximately 1 m

ground level, with the control valve(s) in neutral

6.4.2 The failure-simulating valve between lift cylinders control valve shall be opened.

6.4.3 The total drop of the load during the Initial 10 measured; It shall not exceed 100 mm.

6.5 Testing during raise function

6.5.1 The test load shall be lifted smoothly and without shock (see 6.3.2).

6.5.2 The failure-simulating valve between the lift and the control valve shall be opened.

6.5.3 The total drop of the load during the initial measured; it shall not exceed 100 mm.

6.6 Testing during lowering function

6.6.1 The test load shall be lowered smoothly and Without shock (see 6.3.2).

6.6.2 The failure-simulating device between the lift and the control valve shall be opened.

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<p>as shown in figure 1, test load shall</p> <p>(b) in the signal line between boom lift cylinder and testing device as shown in figure 2; able to</p> <p>(c) In the equalizing line between boom lift cylinders as load during shown in figure 3.</p> <p>6.2.2 The complete hydraulic system shall be operated until the hydraulic oil temperature in the oil reservoir is approximately 40 to 50 degrees C. The hydraulic fluid shall be of the type and grade specified by the manufacturer.</p>	height, and	<p>6.6.3 The Increase in the lowering speed of the be less than 100 % increase of the Initial speed. moved to the neutral position, the device shall be limit boom movement so that the total drop of the the Initial 10 a of the test does not exceed 100</p>
<p>6.3 Testing of control device</p> <p>6.3.1 The test load shall be at the lift point radius which results in a moment equal to (50 +/- 10) % of the moment developed by the rated lift capacity at a specific lift point radius. 1/min.</p>		<p>6.7 Testing of equalizing lines or signal lines</p> <p>6.7.1 Testing shall be performed without load.</p> <p>6.7.2 The boom shall be raised to its maximum lift the control valve kept in the "lift" position,</p> <p>6.7.3 The failure-simulating device shall be opened.</p> <p>6.7.4 The oil leakage per cylinder shall not exceed 10</p>

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SPECIFICATIONS (MINIMUM)

BIDDER'S PROPOSAL

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**Earth-moving machinery - Hydraulic excavator and backhoe loader
boom lowering control device Requirements and tests**