

Date: November 29, 2000

## ADDENDUM NO. 1

### BID 00-323 REFUSE TRUCK FOR THE CITY OF TULSA

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

**Item – Body**

Specification item 1. Shall read: Volume: 25 cubic yards in lieu of 27 cubic yards.

**Item – Hopper and Cart Lifter**

Specification item 1 Shall read: Hopper Capacity: 3.0 cubic yards minimum in lieu of 3.5 cubic yards minimum.

All other provisions remain the same.

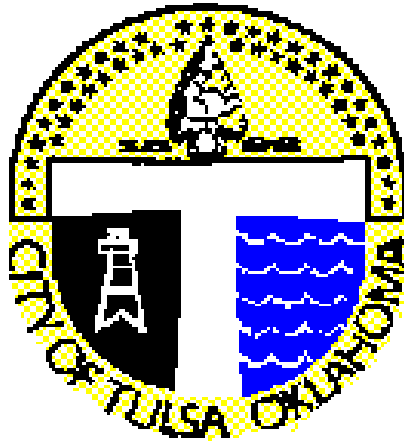
Please include this addendum with your bid submittal.

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COMPANY NAME

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SIGNATURE



## INVITATION FOR SEALED BID

**BID 00-323**

**Description: REFUSE TRUCK**

**Department: CITY OF TULSA**

**NIGP Commodity Code(s):070-51-00-000-0**

**Total pages including this page is 26**

**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 EARNIE SUMERALL of your intent to bid by  
e-mail [esumerall@ci.tulsa.ok.us](mailto:esumerall@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 authorized agent required**

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

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

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

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

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

**DATE OF OPENING:** January 4, 2001

**BID NUMBER:** 00-323

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

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

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: November 27,28,29,30, Dec. 1, 2000

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 are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ }  
  } ss  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC SIGNATURE

My Commission Expires:  
\_\_\_\_\_

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

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

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

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

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

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_\_.

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

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

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

# CONTRACTOR/BIDDER INFORMATION SHEET

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

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

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

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

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

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

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

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

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

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

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

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

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

## Price Sheet Summary

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

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

TWO (2) OR MORE – REFUSE TRUCKS IN ACCORDANCE WITH THE BID SPECIFICATIONS:

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

MAKE AND MODEL OF CHASSIS: \_\_\_\_\_

MAKE AND MODEL OF PACKER: \_\_\_\_\_

BID 00-323  
REFUSE TRUCKS  
**NIGP CODE 070-51-00-000-0**

**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 TWO (2) OR MORE REFUSE TRUCKS FOR THE CITY OF TULSA.

NASMUCH 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 CHASSIS AND PACKER UNITS. PROTOTYPES AND DEMONSTRATOR MODEL WILL NOT BE ACCEPTED.

**WARRANTY**

THE MANUFACTURER SHALL WARRANT EACH VEHICLE TO BE OF GOOD MATERIAL AND WORKMANSHIP AND AGREES TO PROMPTLY REPLACE ANY PART OR PARTS, WHEN THE VEHICLE 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 ONE (1) YEAR OR 12,000 MILES, WHICHEVER OCCURS FIRST FROM THE DATE OF DELIVERY. SUCH REPLACEMENT MUST BE FREE OF ANY CHARGE TO THE OWNER. IN ADDITION, IF SUCH FAILURES TAKES PLACE OUTSIDE THE DEALER'S SERVICE AREA, THE VENDOR SHALL BE RESPONSIBLE FOR REIMBURSING THE NEAREST AUTHORIZED DEALER FOR SERVICES RENDERED UNDER THIS WARRANTY.

TIRES AND DEALER ADD-ON ITEMS ARE EXEMPTED FROM THIS WARRANTY, BUT MUST BE COVERED BY THE MANUFACTURER'S STANDARD WARRANTY AND SERVICED BY THE LOCAL AUTHORIZED DEALER FOR SERVICES RENDERED UNDER THIS WARRANTY.

THE CITY OF TULSA SHALL EXPECT THE MANUFACTURER TO HAVE AN ADEQUATE STOCK OF REPLACEMENT PARTS AVAILABLE TO SERVICE CITY VEHICLES AND TO MAKE DELIVERY WITHIN A REASONABLE TIME OF ALL NORMAL REPLACEMENT PARTS TO THEIR DEALERS WHO SERVICE THE CITY VEHICLES. THE CITY FURTHER EXPECTS

**WARRANTY (CONTINUED)**

THAT WARRANTY SERVICE AND REPAIRS AS WELL AS NON-WARRANTY SERVICE AND REPAIRS WILL BE HANDLED WITHOUT PREJUDICE BY LOCAL DEALERSHIPS THROUGHOUT THE UNITED STATES.

IN ADDITION TO THE STANDARD WARRANTY, THE SUCCESSFUL BIDDER SHALL WARRANT THE ENGINE, TRANSMISSION, POWERTRAIN, AND ALL ELECTRICAL WIRING RUNNING FROM THE CAB TO THE ENGINE, ALL PARTS AND LABOR FOR AN ADDITIONAL FOUR (4) YEAR PERIOD.

**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 AND/OR PRODUCTS FOR INSPECTION AND EVALUATION.
2. UNLESS OTHERWISE SPECIFIED IN THE CONTRACT OR PURCHASE ORDER, THE SUPPLIER SHALL BE RESPONSIBLE FOR THE PERFORMANCE OF ALL INSPECTION AND TEST REQUIREMENTS NECESSARY TO INSURE COMPLIANCE WITH REQUIREMENTS FOR THIS SPECIFICATION. THIS DOES NOT PRECLUDE SUBSEQUENT INSPECTION AND TESTIMONY BY THE CITY OF TULSA TO FURTHER DETERMINE CONFORMANCE WITH SPECIFICATION REQUIREMENTS OF QUALITY STANDARDS OF WORKMANSHIP, MATERIAL AND CONSTRUCTION TECHNIQUES.

**PREPARATION FOR DELIVERY**

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

1. FOCUSING OF LIGHTS
2. TUNING OF ENGINE
3. ADJUSTMENT OF ACCESSORIES
4. CHECKING OF ELECTRICAL, BRAKING AND SUSPENSION SYSTEMS
5. CHARGING OF BATTERY(S)
6. ALIGNMENT OF FRONT END
7. INFLATION OF TIRES
8. BALANCING OF ALL WHEELS, INCLUDING THE SPARE (IF REQUIRED)
9. COMPLETE LUBRICATION OF ENGINE, CHASSIS AND OPERATING MECHANISMS WITH RECOMMENDED GRADES OF LUBRICANTS FOR THE AMBIENT AIR TEMPERATURE AT

THE POINT OF DELIVERY.

10. SERVICING OF COOLING SYSTEM WITH A PERMANENT TYPE ANTI-FREEZE AND SUMMER COOLANT FOR A MINUS 30 DEGREES FAHRENHEIT.

**PREPARATION FOR DELIVERY (CONTINUED)**

11. FULL TANK OF FUEL.
12. OKLAHOMA SAFETY INSPECTION STICKER.
13. WARRANTY PAPERS AND OPERATOR'S MANUAL.
14. FACTORY CERTIFIED DATA PLATES INSTALLED ON VEHICLE DOOR.

**DELIVERY AND SPECIAL INSTRUCTIONS**

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

**TRAINING**

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

**ADDENDA AND INTERPRETATIONS**

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

**ALTERING BIDS**

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

**DESCRIPTIVE LITERATURE**

EACH BIDDER IS REQUIRED TO FURNISH WITH THEIR BID, CATALOG CUTS AND/OR DESCRIPTIVE LITERATURE, PROPERLY LABELED WITH THE BID NUMBER AND BIDDER'S NAME, WITH FULL ILLUSTRATIONS AND DETAILED SPECIFICATIONS FOR EACH ITEM OFFERED AS EQUAL TO THE BRAND NAME SPECIFIED. IN ADDITION, **ALL DIFFERENCES IN SPECIFICATIONS FROM THE SPECIFICATIONS STATED HEREIN MUST BE SO MARKED.** DESCRIPTIVE LITERATURE IS REQUIRED TO ESTABLISH, FOR THE PURPOSE

#### **DESCRIPTIVE LITERATURE (CONTINUED)**

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 WILL 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. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

#### **LOAD LIMIT COMPLIANCE**

BIDDER SHALL BID A VEHICLE THAT COMPLIES WITH ALL CITY OF TULSA, STATE OF OKLAHOMA AND FEDERAL LAWS GOVERNING SAFETY AND HIGHWAY AND STREET LOAD CAPACITIES.

THIS REQUIREMENT SHALL SUPERSEDE ANY WRITTEN SPECIFICATION HEREIN.

IT WILL BE THE BIDDER'S RESPONSIBILITY TO NOTE SUCH CHANGES AND/OR DEVIATIONS IN THE BID PACKAGE.

BIDDER SHALL INCLUDE WITH YOUR BID PACKAGE A WEIGHT DISTRIBUTION CHART, CERTIFIED BY THE MANUFACTURING ENGINEER OR THEIR DESIGNATE, SHOWING THAT THE VEHICLE MEETS ALL LAW REQUIREMENTS SPECIFIED HEREIN WHEN FULL LOADED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

#### **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 BONFIDE

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

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.

**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;

**AWARD OF BID (CONTINUED)**

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.

**MANUALS**

THE SUCCESSFUL BIDDER SHALL SUPPLY TWO (2) PARTS MANUALS AND TWO (2) SERVICE MANUALS INCLUDING A COMPLETE WIRING DIAGRAM TO THE CITY OF TULSA AT NO ADDITIONAL COST. THESE MANUALS SHALL BE DELIVERED TO THE FOLLOWING ADDRESS WITHIN TEN (10) DAYS AFTER RECEIPT OF VEHICLES:

DELIVER TO: CITY OF TULSA  
EQUIPMENT MANAGEMENT DEPARTMENT  
GENERAL GARAGE  
1720 NEWBLOCK PARK DRIVE  
TULSA, OK 74103

**BID DOCUMENTS**

**BIDDER SHALL RETURN ALL BID DOCUMENTS (26 PAGES) INTACT EXACTLY AS FURNISHED IN IT'S ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING.**

**PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED.  
FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

**CHECK LIST**

	<b>YES</b>	<b>NO</b>
1. FRONT PAGE "INVITATION FOR SEALED BIDS" - COMPLETED AND SIGNED ?	_____	_____
2. BIDDER AFFIDAVIT - SIGNED AND NOTARIZED ?	_____	_____
3. INTEREST AFFIDAVIT - SIGNED AND NOTARIZED ?	_____	_____
4. WARRANTY INFORMATION INCLUDED ?	_____	_____
5. DESCRIPTIVE LITERATURE ON UNIT BIDDING INCLUDED ?	_____	_____
. CERTIFIED WEIGHT DISTRIBUTION CHART INCLUDED ?	_____	_____
6.ADDENDUM(S)	_____	_____

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, DIMENSIONS, ETC.

SECTION I ITEM	SPECIFICATIONS (MINIMUM)	SECTION 2 BIDDER'S PROPOSAL
EQUIPMENT	<u>CURRENT YEAR, MODEL 2001 REAR LOADING REFUSE TRUCKS</u>	CHASSIS MANUFACTURER: _____ MODEL NO: _____  BODY MANUFACTURER: _____ MODEL NO.: _____

GROSS VEHICLE WEIGHT	AS REQUIRED	GVW: _____ LBS.
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CAB	<ol style="list-style-type: none"> <li>1. STYLE CAB: LOW ENTRY, BOTH SIDES 19" MAX. ENTRY HEIGHT FROM GROUND TO OPERATING FLOOR WHEN TIRES ARE PROPERLY INFLATED AND UNDER ALL WEIGHT DISTRIBUTION CONDITIONS. DUAL CONTROLS FOR VEHICLE OPERATION FROM EITHER SIDE OF THE VEHICLE.</li> <li>2. A HYDRAULIC TILT MECHANISM ON CAB FOR ACCESS UNDER CAB (WHERE APPLICABLE)</li> <li>3. SEAT(S) STYLE: (NON-AIR RIDE) DRIVER SEAT W/COMPANION SEAT W/PADDED BACK REST. A THIRD PASSENGER SEAT, WITH SEAT BELT RESTRAINT, PROVIDED PER MANUFACTURER'S SPECIFICATION. ALL SEATS MUST FACE FORWARD WITH AMPLE LEG ROOM. SEAT BELT RESTRAINTS FOR EACH OF THE THREE (3) SEATS PER MANUFACTURER'S SPECIFICATION.</li> <li>4. SEAT COVERING: HEAVY-DUTY VINYL. (BLACK)</li> <li>5. SUN VISORS: (1) L.H. AND (1) R.H.</li> <li>6. DOORS: SLIDER OR VERTICAL BIFOLD TYPE W/LOCKS TO HOLD DOORS IN EITHER OPEN OR CLOSED POSITION.</li> <li>7. INTERIOR LIGHTING: DOME WITH MANUALLY ACTIVATED SWITCHES.</li> <li>8. WINDSHIELD WIPERS: ELECTRIC OR AIR 2-SPEED INTERMITTENT WITH DUAL WASHERS.</li> <li>9. MIRRORS: EXTERIOR WESTCOAST STYLE, APPROXIMATELY 7" X 16" W/8" DIAMETER BOLT ON TYPE CONVEX MIRRORS, MOUNTED ON SIDE FOR CLEAR DRIVING VISIBILITY FOR DRIVING FROM EITHER SIDE OF VEHICLE.</li> </ol>	<ol style="list-style-type: none"> <li>1. _____ _____ _____ _____</li> <li>2. _____ _____ _____</li> <li>3. _____ _____ _____ _____</li> <li>4. _____ _____</li> <li>5. _____</li> <li>6. _____ _____ _____</li> <li>7. _____ _____</li> <li>8. _____ _____ _____</li> <li>9. _____ _____ _____ _____</li> </ol>
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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, DIMENSIONS, ETC.

SECTION I ITEM	SPECIFICATIONS (MINIMUM)	SECTION 2 BIDDER'S PROPOSAL
TRANSMISSION (CONTINUED)	5. FLUID COOLER: REQUIRED 6. TRANSMISSION SHIFTER: DUAL LEVER STYLE SHIFT CONTROLLER, ILLUMINATED DIGITAL DISPLAY WITH INDICATOR LIGHTS, LOW FLUID LEVEL INDICATOR AND GEAR/MODE SELETION DISPLAY DUAL TRANSMISSION TEMP GAUGES. 7. ADDITIONAL INSTRUCTIONS: INCLUDE NEUTRAL INTERLOCK MECHANISM, OPERABLE WHILE DRIVING FROM EITHER SIDE OF CAB. NEUTRAL INTERLOCK MECHANISM SHALL BE AUTOMATICALLY ACTIVATED WHEN TRANSMISSION IS MANUALLY SHIFTED INTO NEUTRAL.	5. _____ 6. _____ _____ _____ _____ _____ 7. _____ _____ _____ _____ _____ _____
COOLING SYSTEM	1. RADIATOR CAPACITY: LARGEST CAPACITY AVAILABLE FROM THE MANUFACTURER. 2. COOLANT RECOVERY SYSTEM: TO BE INCLUDED.	1. _____ _____ 2. _____ _____
ELECTRICAL SYSTEM	1. 12 VOLT SYSTEM 2. BATTERY(S): (A) QUANTITY:** (B) C.C.A. EACH:** (C) MOLDED COLOR CODED ENDS, COVERED WITH HEAT RESISTANT CORRIGATED PLASTIC. 3. ALTERNATOR AMP HRS.: ** **LARGEST AVAILABLE CAPACITY AS ADVERTISED BY THE MANUFACTURER AND/OR SUFFICIENT TO MEET THE ELECTRICAL DEMAND OF ALL REQUIRED ELECTRICAL COMPONENTS AS SPECIFIED HEREIN. 4. STARTER: 12 VOLT, NEGATIVE GROUND 5. INCLUDE ALL LIGHTS AND REFLECTORS TO COMPLY WITH ALL FEDERAL AND OKLAHOMA STATE LAWS FOR 24 HOUR OPERATION ON ALL HIGHWAYS. 6. ADDITIONAL INSTRUCTIONS INCLUDE: (A) ELECTRICAL CIRCUIT FOR INSTALLATION OF MOBILE 2-WAY RADIO. (B) CAB MOUNTED RESET BREAKERS	1. _____ 2. _____ (A) _____ (B) _____ (C) _____ _____ _____ 3. _____ _____ _____ _____ _____ _____ 4. _____ _____ 5. _____ _____ _____ _____ _____ 6. _____ (A) _____ _____ _____ (B) _____

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SECTION I ITEM	SPECIFICATIONS (MINIMUM)	SECTION 2 BIDDER'S PROPOSAL
ELECTRICAL SYSTEM (CONTINUED)	<p>(C) LIGHTS ABOVE THE HOPPER OPENING SHALL INCLUDE FOUR(4) STOP LIGHTS, TWO(2) UTILITY LIGHTS, TURN SIGNAL LIGHTS AND BACKING LIGHTS.</p> <p>(D) ELECTRICALLY OPERATED BUZZER SWITCH LOCATED NEAR HOPPER OPENING ON EACH SIDE OF TRUCK. BUZZER HORN SHALL BE LOCATED IN THE CAB.</p> <p>(E) WARN MODEL 210316 BACKUP ALARM AND LIGHT BOX COMPLETELY ENCLOSED FOR PROTECTION, 3 ALTERNATING, 7" DIAMETER, AMBER SAFETY LIGHTS W/ SHOCK BULBS CONTROLLED BY DASH MOUNTED PILOT LIGHTED ON/OFF SWITCH. THE AUDIBLE ALARM SHALL SIGNAL WHEN TRANSMISSION IS PLACED IN THE REVERSE GEAR.</p>	<p>(C) _____          _____          _____          _____</p> <p>(D) _____          _____          _____          _____</p> <p>(E) _____          _____          _____          _____          _____          _____          _____          _____          _____          _____</p>
BRAKE SYSTEM	<p>1. SERVICE BRAKES: HEAVY-DUTY FULL AIR ALL BRAKES</p> <p>2. PARKING BRAKES: BOTH REAR AXLES.</p> <p>3. ABS SYSTEM: PER MANUFACTURER SPECIFICATION</p> <p>4) ADDITIONAL INSTRUCTIONS INCLUDE:            (A) 13 CFM AIR COMPRESSOR W/AIR DRYER SYSTEM INCLUDING AUTOMATIC PRESSURE/MOISTURE RELEASE VALVE.            (B) PETCOCK TYPE DRAIN VALVES AND PULL CORD DRAIN ON PRIMARY TANK.</p>	<p>1. _____          _____</p> <p>2. _____          _____</p> <p>3. _____          _____</p> <p>4. _____          _____</p> <p>(A) _____          _____          _____</p> <p>(B) _____          _____          _____</p>
STEERING	<p>1. TYPE: POWER STEERING, DUAL STEERING FROM EITHER SIDE OF CAB.</p>	<p>1. _____          _____          _____</p>
SUSPENSION	<p>1. FRONT AXLE: 20,000 LBS CAPACITY..</p> <p>2. FRONT SPRINGS: **LBS. CAPACITY AT GROUND.</p> <p>3. REAR AXLE: 20,000 LBS. EA</p> <p>4. REAR AXLE SPEED: SINGLE</p> <p>5. REAR AXLE RATIO: ***</p> <p>6. REAR AXLE MANUFACTURER &amp;</p>	<p>1. _____          _____</p> <p>2. _____          _____</p> <p>3. _____          _____</p> <p>4. _____          _____</p> <p>5. _____          _____</p> <p>6. _____          _____</p>

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, DIMENSIONS, ETC.

SECTION I ITEM	SPECIFICATIONS (MINIMUM)	SECTION 2 BIDDER'S PROPOSAL
SUSPENSION (CONTINUED)	<p>STOCK NUMBER: THE MANUFACTURER'S STANDARD TANDEM AXLE.. A MAXIMUM OF 3 AXLES TOTAL FOR VEHICLE.</p> <p>7. AUXILIARY SPRINGS: **</p> <p>8. STABILIZER BAR(S): **</p> <p>9. SHOCKS: **</p> <p>10. ADDITIONAL INSTRUCTIONS: ** TO BE AS REQUIRED BY THE MANUFACTURER FOR THE GVWR. *** TO PROVIDE 55 MPH AT ENGINE GOVERNED SPEED.</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>7. _____</p> <p>8. _____</p> <p>9. _____</p> <p>10. _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
FRAME	<p>1. SECTION MODULUS: **</p> <p>2. YIELD STRENGTH: ** PSI</p> <p>3. RBM: **</p> <p>4. REINFORCEMENT TYPE **</p> <p>5. ADDITIONAL INSTRUCTIONS: ** TO BE AS REQUIRED BY THE MANUFACTURER TO ADEQUATELY SUPPORT FULL LOADS UNDER ADVERSE CONTITIONS</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
WHEELBASE DIMENSION	<p>1. TO BE AS REQUIRED FOR THE VEHICLE BEING BID</p>	<p>1. _____</p> <p>_____</p>
CAB TO AXLE	<p>1. TO BE AS REQUIRED FOR THE VEHICLE BEING BID.</p>	<p>1. _____</p> <p>_____</p>
WHEELS	<p>1. FRONT SIZE: **</p> <p>2. FRONT TYPE: CAST SPOKE</p> <p>3. REAR SIZE: **</p> <p>4. REAR TYPE: CAST SPOKE, DUAL</p> <p>5. ADDITIONAL INSTRUCTIONS: ** AS REQUIRED BY THE MANUFACTURER</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>_____</p>
TIRES	<p>1. FRONT SIZE: AS REQUIRED BY THE MANUFACTURER FOR GVW.</p> <p>2. FRONT TREAD DESIGN: HIGHWAY TREAD, STEEL BELTED RADIALS</p> <p>3. REAR SIZE: AS REQUIRED BY THE MANUFACTURER FOR GVW</p> <p>4. REAR TREAD DESIGN: HIGHWAY TREAD, STEEL BELTED RADIALS</p> <p>5. SPARE TIRE(S): REQUIRED. ONE FRONT AND ONE REAR (IF DIFFERENT) TIRE (WITH RIM) IDENTICAL TO THOSE PROVIDED.</p> <p>6. ADDITIONAL: TIRES TO BE TUBELESS DESIGN.</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>5. _____</p> <p>_____</p> <p>_____</p> <p>6. _____</p> <p>_____</p>
FUEL TANK(S)	<p>1. QUANTITY: ONE(1)</p> <p>2. CAPACITY: 50 GALLONS EACH</p> <p>3. TOTAL CAPACITY: 50 GALLONS</p> <p>4. TYPE AND CONSTRUCTION: ALL</p>	<p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>





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SECTION I ITEM	SPECIFICATIONS (MINIMUM)	SECTION 2 BIDDER'S PROPOSAL
PACKER AND PACKER CONTROLS	<ol style="list-style-type: none"> <li>1. PACKER PANEL: SHALL BE OF 3/16" STEEL PLATE.</li> <li>2. CONTROLS: SHALL BE LOCATED AT THE CURBSIDE, REAR OF VEHICLE NEAR THE HOPPER OPENING. PACKING CYCLE CONTROLS SHALL BE A LEVER CONTROLLED, SEMI-AUTOMATIC SPLIT CYCLE OPERATION. PACKING OPERATIONS SHALL BE CONTROLLED BY THE OPERATOR AND BE FULLY REVERSIBLE AT ANY TIME DURING PACKING CYCLE.</li> <li>3. PACKER MECHANISM: SHALL BE POSITIVE, INSTANT STOP CONTROL, CAPABLE OF INSTANTLY STOPPING MOVEMENT OF PACKER BY RETURNING LEVER TO NEUTRAL POSITION.</li> <li>4. CYCLE TIME: 30 SECONDS MAXIMUM.</li> <li>5. AUTOMATIC ENGINE THROTTLE DEVICE (AETD): SHALL BE PROVIDED THAT AUTOMATICALLY ADJUSTS ENGINE RPMS TO COMPENSATE FOR PACKER POWER DEMAND. PTO &amp; AETD ARE AUTOMATICALLY DISENGAGED WHEN TRANSMISSION IS SHIFTED OUT OF NEUTRAL.</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> <li>4. _____</li> <li>5. _____</li> </ol>
HOPPER AND CART LIFTER	<ol style="list-style-type: none"> <li>1. HOPPER CAPACITY: 3.5 CUBIC YARDS.</li> <li>2. HOPPER OPENING: APPROXIMATELY 59" HIGH X 80" WIDE. HOPPER HEIGHT FROM ROAD SURFACE TO BE 35 INCHES MAXIMUM.</li> <li>3. CART LIFTERS: PREFER BAYNE OR EQUAL. CYCLE TIME 7 SECONDS MAXIMUM. TWO (2) COMPLETE, IDENTICAL HYDRAULIC REFUSE CART LIFTERS INSTALLED ON THE HOPPER AND OPERATIONAL. CART LIFTER HYDRAULIC SYSTEM SHALL INCLUDE THE FOLLOWING MINIMUM FEATURES: SEPARATE AND DEDICATED PRESSURE REGULATOR, STANDARD MANUFACTURER'S HYDRAULIC HOSE FITTINGS, HYDRAULIC SYSTEM DESIGNED TO ALLOW CARTS TO BE DUMPED INDEPENDENTLY, A HYDRAULIC FLUID COMPENSATOR THAT PROVIDES SUFFICIENT FLOW TO</li> </ol>	<ol style="list-style-type: none"> <li>1. _____</li> <li>2. _____</li> <li>3. _____</li> </ol>



