



INVITATION FOR SEALED BID

BID 02-317

**Description: Vacuum Truck
Department: PUBLIC WORKS
NIGP Commodity Code(s): 070-51-00-000-0**

Total pages including this page is 28

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: October 31, 2002

BID NUMBER: 02-317

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: October 23 , 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: \$ 5,000

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.

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 _____, 20_____.

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 _____, 20_____.

Signature of Notary Public

MY COMMISSION EXPIRES

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

CONTRACTOR/BIDDER INFORMATION SHEET

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

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Person Authorized to Contract _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____

Date: _____

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

**BID 02-317
Vacuum Truck
NIGP CODE 070-51-00-000-0**

**FOR THE
CITY OF TULSA**

PRICING

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

ONE (1) OR MORE **Vacuum Truck:**

\$ _____ EACH

MAKE AND
MODEL: _____

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

BID 02-317 Vacuum Truck

INTENT:

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING, FOR THE SUPPLY OF **ONE (1) OR MORE VACUUM TRUCK** FOR THE CITY OF TULSA PUBLIC WORKS DEPARTMENT.

INASMUCH AS SOME DESIGNS OF EQUIPMENT VARY AMONG DIFFERENT MANUFACTURERS, THE CITY MAY ACCEPT BIDS ON EQUIPMENT WITH MINOR DEVIATIONS TO THE WRITTEN SPECIFICATIONS. GENERALLY, A MINOR DEVIATION IS DEFINED AS A DEVIATION WHICH DOES NOT: (A) MATERIALLY AFFECT THE ABILITY OF THE PRODUCT TO ACHIEVE OR ACCOMPLISH A NECESSARY FUNCTION OR TASK IN THE MANNER REQUIRED BY THE SPECIFICATIONS; (B) COMPROMISE THE SAFETY OF THE USER THEREOF; AND, PRODUCE HIGHER LATENT OR PATENT COSTS TO THE CITY IN ANY OF A MULTIPLICITY OF WAYS. THE CITY OF TULSA SPECIFICALLY RESERVES THE RIGHT TO MAKE THE JUDGMENT CONCERNING WHAT IS OR IS NOT A MINOR DEVIATION AND TO AWARD THE BIDDER (S) WHOSE BID(S) BEST SUIT THE CITY'S NEED FOR THE PRODUCT BEING PURCHASED.

GENERAL:

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

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

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

PRICING TERMS:

PRICE(S) BID SHALL BE FIRM FOR A MINIMUM PERIOD OF NINETY (90) DAYS FROM BID OPENING DATE ALTHOUGH A FIRM PRICE PERIOD OF ONE (1) YEAR IS DESIRABLE.

THE CITY WILL NOT ACCEPT BIDS BASED ON PROGRESSIVE PAYMENTS.

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

ADDENDA AND INTERPRETATIONS:

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

CONTRACT AND PERFORMANCE BOND:

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

BID BOND:

A CERTIFIED OR CASHIER'S CHECK OR BIDDER'S SURETY BOND, IN THE SUM OF **\$ 5,000.00** WILL BE REQUIRED FROM EACH BIDDER TO BE RETAINED AS LIQUIDATED DAMAGES IN THE EVENT THE SUCCESSFUL BIDDER FAILS, NEGLECTS OR REFUSES TO ENTER INTO SAID CONTRACT AND FURNISH THE NECESSARY BONDS, INSURANCE CERTIFICATES, ETC., AS SPECIFIED, WITHIN TEN (10) DAYS FROM AND AFTER THE DATE THE CONTRACT DOCUMENT IS RECEIVED FROM THE CITY OF TULSA LEGAL DEPARTMENT.

BONDS AND/OR EVIDENCE OF INSURANCE:

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

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

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

DESCRIPTIVE LITERATURE:

EACH BIDDER IS REQUIRED TO FURNISH WITH THEIR BID, CATALOG CUTS AND/OR DESCRIPTIVE LITERATURE, PROPERLY LABELED WITH THE BID NUMBER AND BIDDER'S NAME, WITH FULL ILLUSTRATIONS AND DETAILED SPECIFICATIONS FOR EACH ITEM OFFERED AS EQUAL TO BRAND NAMES SPECIFIED. IN ADDITION, **ALL DIFFERENCES IN SPECIFICATIONS FROM THE SPECIFICATIONS STATED HEREIN MUST BE SO MARKED.** DESCRIPTIVE LITERATURE IS REQUIRED TO ESTABLISH, FOR THE PURPOSE OF BID EVALUATION AND AWARD, DETAILS OF THE PRODUCT(S) THE BIDDER PROPOSES TO FURNISH AS TO DESIGN, MATERIALS, METHOD OF MANUFACTURER, CONSTRUCTION, ASSEMBLY OR OPERATION, AS APPROPRIATE. **FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE MAY BE CAUSE FOR REJECTION OF YOUR BID.**

AMERICANS WITH DISABILITIES ACT:

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. THE CONTRACTOR AGREES THAT ITS PROGRAM OR ACTIVITY WILL COMPLY WITH THE REQUIREMENTS OF THE ADA. ANY COSTS OF SUCH COMPLIANCE WILL BE THE RESPONSIBILITY OF CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

A. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

- (1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEES OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORIGIN, EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION

REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISION OF THIS NONDISCRIMINATION CLAUSE.

- (2) THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYMENT PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.
 - (3) NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.
- B.** THE CONTRACTOR WILL INCLUDE THE PROVISION OF THE FOREGOING PARAGRAPHS IN EVERY SUBCONTRACT OR PURCHASE ORDER OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

NOTE ON THE FOLLOWING SPECIFICATIONS:

BIDDERS MUST COMPLETE EVERY SPACE IN SECTION 2, BIDDER'S PROPOSAL COLUMN.

THE BIDDER MUST GIVE A DESCRIPTION OF THE ITEM BID INCLUDING DETAILS (SUCH AS SIZES, CAPACITIES, DIMENSIONS, MODEL NUMBERS, ETC.) AS REQUIRED TO SHOW COMPLIANCE WITH BID SPECIFICATIONS.

SIMPLY WRITING THE WORD "COMPLY" OR PUTTING A CHECK MARK ON EACH LINE IS NOT SUFFICIENT. THANK YOU.

Bidder shall complete every space in Bidder's Proposal column. The bidder shall give a complete description of the item being bid, such as sizes, capacities, dimensions, etc.

<u>ITEM</u>	<u>SPECIFICATIONS (MINIMUM)</u>	<u>BIDDER'S PROPOSAL</u>
FRAME:	A. Section modulus shall be 27.0. B. Yield strength shall be 120,000 psi. C. The rbm shall be 3,240,000-lb	<hr/> <hr/> <hr/>
WHEELBASE:	Shall be compatible with equipment being bid.	<hr/> <hr/> <hr/>
WHEELS:	A. Front size shall be 22.5" X 12.25". B. The front type shall be 10-hole budd. C. The rear size shall be 22.5" D. The rear type shall be 10 hole budd.	<hr/> <hr/> <hr/> <hr/> <hr/>
TIRES:	A. Front size shall be 425/65R 22.5 18 ply. B. The front tread shall be highway tread C. The rear size shall be 425/65R 22.5 18 ply. D. The rear tread design shall be mud and snow. E. Mud flaps without advertisement.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
FUEL TANKS:	A. There shall be 2 fuel tanks. B. The capacity shall be 80 gallons total, minimum. C. The type and construction shall be steel. D. Bidder must specify if any fuel tank exhaust, air dryers, etc. are mounted in such a way as to protrude behind the cab or rearward of cab on the frame.	<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
UNDERCOATING:	Undercoating: per city of Tulsa standard specification number 000001.	<hr/> <hr/> <hr/>
PAINT:	Paint shall be manufacturer's standard white.	<hr/> <hr/> <hr/>
BUMPERS:	A. Front bumper shall be 3/16" formed steel. B. Two (2) tow hooks shall be attached to the front frame. C. Frame mounted tow loop in rear.	<hr/> <hr/> <hr/> <hr/> <hr/>

