

Invitation for Bid (IFB)

IFB 23-308

Supplies or Service Requested: Four-Wheel Drive Backhoes with Front Loader

Department: Water and Sewer

NIGP Commodity Code(s):
760-04

Solicitation Schedule

EVENT	DATE
IFB Issue Date	11/10/2022
Pre-Bid Conference or Webinar <i>Location Zoom/Teams link</i>	NO PRE-BID CONFERENCE
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	11/21/2022 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	11/30/2022

If You have any questions or need additional information, contact the Assigned Buyer:

Angie Tune | atune@cityoftulsa.org
All questions should be emailed with IFB 23-308 on the subject line.

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service Requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time will not be accepted and will be returned to the Bidder unopened.



I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source(s) to purchase two Four-Wheel Drive Backhoes with Front Loader for use by the Water and Sewer Department of the City of Tulsa.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

The entire Invitation for Bid (IFB) including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Capitalized terms used in this IFB and not defined in the Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the Tulsa Revised Ordinances found at https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=CD_ORD_TIT6FIDE_CH4PU

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids for two Four-Wheel Drive Backhoes with Front Loader for use by the Water and Sewer Department of the City of Tulsa (“City”).

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

In Section 2 of the Table below (Bidder’s Proposal Column), the Bidder shall respond to each minimum requirement (Section 1) in the space provided under Section 2. Whenever asked to “describe”, the description may include details such as size, capacities, dimensions, materials used in construction, etc. A full and complete description is required to reasonably evaluate the Bid, so all pertinent information is required. When referring to attached literature as a means of not fully describing items, misinterpretations by the evaluator of the Bid may occur. Your ability to present the City with enough information to reasonably understand the item being bid and whether it meets the Specifications stated herein relies on the written information provided.

You are requested to describe Your proposed equipment in the Bidder’s Proposal Column, **in terms** that correspond with the minimal specifications shown. **You may not answer** in the space provided as to whether You meet the Specifications by responding with terms as **“yes”, “meets”, “same as”, “complies” or “similar” terms**. If these terms are utilized, it shall result in **Your bid being considered as non-responsive and being rejected**.

You must include descriptive manufacturer’s literature verifying the information You provided in the Bidder’s Proposal Column with Your submission. Failure to provide such literature shall result in Your Bid being considered as non-responsive and being rejected.

If Your Bid is an alternate approach and does not fully meet the Specifications, completely describe Your alternate approach.

Seller shall ensure that each vehicle and related parts are warranted by the manufacturer to be of good material and workmanship and that manufacturer promptly replace any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for a minimum of one (1) year from the date of delivery, unless otherwise stated. In addition, if such failures take place outside the dealer’s service area, which shall be defined as Tulsa city limits, the Seller will be responsible for reimbursing the nearest manufacturer’s authorized dealer in the city of Tulsa for services rendered under this warranty.

The Seller shall respond within 72 hours, of notification by the City of Tulsa, on when, where and how a warranty issue will be resolved. In the event there is no response within 72 hours, or if the

response is not acceptable to the City of Tulsa; the City will provide or arrange for repairs. The Seller shall be responsible for reimbursing the nearest manufacturer’s authorized dealer in the city of Tulsa for services rendered under this warranty.

The Seller shall have the option to authorize the City of Tulsa to perform minor warranty replacement and repairs and then reimburse the City for its labor and parts utilized to enact the repair. The reimbursement for labor will be the same rate as that of the actual work performed. Standard warranty information is to be supplied with the Bid.

**Section 1
Item 1**

Specifications (minimum)

**Section 2
Bidder’s Proposal**

<p>General</p>	<p>This specification is for two new current year model of Four-Wheel Drive Backhoes / Front End Loader</p>	<p>Describe: Make: _____ Model: _____ _____ _____</p>
<p>Operator Compartment</p>	<ol style="list-style-type: none"> 1. Type: OSHA. approved Roll-Over Protection Structure (ROPS), totally enclosed, all weather protected cab. 2. Fully insulated. 3. Tilt steering. 4. Windows: Full visibility. Any removable or sliding windows to have locks. 5. Rear view mirror. 6. Seat type: Heavy Duty, vinyl covered air ride seat, full foam, deluxe, adjustable with seat belt. 7. Ventilation fan. 8. Heater/defroster: Include. 9. Air conditioning: Include. 10. Windshield wipers: 2-speed with washer (front). 11. Controls: manufacturer’s standard. 12. Additional instructions include: Pressurized cab. Sound proofing to OSHA approved sound level of 85dba. 13. Two (2) cab doors for entry and safety. 14. Two (2) doors with locks, each door opening size to be a minimum of 35” in width with safety handrails on door and cab. 15. AM FM Weather radio 	<p>Describe: 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ 10 _____ 11 _____ 12 _____ 13 _____ 14 _____ 15 _____</p>
<p>Instrument Panel</p>	<p>Instrument panel shall include the following gauges:</p> <ol style="list-style-type: none"> 1. Fuel level gauge. 2. Coolant temperature. 	<p>Describe: _____ _____ 1 _____ 2 _____</p>

	<ol style="list-style-type: none"> 3. Volt Meter. 4. Tachometer. 5. Hour-meter. 6. Oil pressure. 7. Gauge covers for vandalism protection. 8. Alarms to include both audible and visual warning. 	<p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>_____</p> <p>_____</p>
<p>Engine</p>	<ol style="list-style-type: none"> 1. Fuel; Diesel. 2. Emissions; Tier IV Final compliant. 3. Cylinders: Four (4). 4. Net Horsepower; 90 HP turbocharged minimum. 5. Air Cleaner(s); Dry-type, dual replaceable element(s), with restriction indicator. 6. Oil Filter(s); Full flow, spin-on type, with pressurized lubrication. 7. Fuel Filter(s); Primary and secondary. 8. Water Separator; In-line. 9. Starting Aid; 110 Volt, 1000-Watt electric block heater. 10. Exhaust System: vertical with spark arresting muffler. 	<p><u>Describe:</u></p> <p>1 _____</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p> <p>_____</p> <p>_____</p>
<p>Powertrain</p>	<ol style="list-style-type: none"> 1. Transmission type: power shift or auto shift w/ shuttle. 2. Forward speeds: Four (4). 3. Reverse speeds: Three (3) or four (4). 4. Torque converter: Required. 5. Reversing unit: Hydraulic. 6. Final drive: Inboard or outboard planetary. 7. True Four (4) wheel drive, limited slip differential. <p><u>A demonstration may be required to show that the machine has 4-wheel drive capability of pulling its own weight. With rear tires off the ground, by means of the outriggers, both front wheels must be utilized to pull the machine forward. The demonstration shall be performed before award of the Bid. If the machine being bid meets all other specifications and the 4-wheel drive has been previously demonstrated to the City of Tulsa; and</u></p>	<p><u>Describe:</u></p> <p>1 _____</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>_____</p> <p>_____</p> <p>_____</p>

	<u>shown to meet the City specifications, another demonstration will not be required.</u>	
Operating Weight	16,000 – 17,000 LB. approx.	<u>Describe:</u> _____
Cooling System	<ol style="list-style-type: none"> 1. Radiator capacity: largest capacity available from the manufacturer. 2. Coolant recovery system: to be included. Include: Anti-freeze protection to -30 degrees Fahrenheit. 	<u>Describe:</u> 1 _____ 2 _____ _____ _____
Electrical System	<ol style="list-style-type: none"> 1. Voltage: 12 Volt system. 2. Battery(s) quantity: Manufacturer's standard. 3. Battery(s) CCA: 1500 total minimum. 4. Alternator: 100 Amp hours minimum. 5. Head lamps: Two (2). 6. Tail lights: Two (2) LED. 7. Turn signals: Two (2) LED. 8. Flashing lights: Include (2). 9. Working lights: Include (4) adjustable work lights on front and rear of cab and side lighting for a 360-degree lighting of work area. All work lights to be LED. 10. Strobe lights: include One (1) Code 3, Part number L1200 low profile 4 1/2" high amber strobe-light, or equivalent, mounted on top of cab with dash mounted switch. Beacons not acceptable. 	<u>Describe:</u> 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____ 9 _____ _____ _____ 10 _____ _____ _____ _____
Brake System	<ol style="list-style-type: none"> 1. Service brakes: fully enclosed wet disk. 2. Parking brakes: must neutralize reverser when applied and automatically apply when engine is stopped to prevent machine roll off if hand applied brake is disengaged & to prevent operator drive thru on machine start up. No cable brakes or manual neutralizer. 	<u>Describe:</u> 1 _____ 2 _____ _____ _____ _____ _____
Steering	<ol style="list-style-type: none"> 1. Type: Hydrostatic power. 	<u>Describe</u> _____
Tires	<ol style="list-style-type: none"> 1. Front: 12.5/80-18 10 Ply. 2. Rear: 19L-24 8 Ply. 	<u>Describe:</u> 1 _____ 2 _____ _____

<p>Hydraulic</p>	<ol style="list-style-type: none"> 1. Hydraulic pump: Gear driven or variable piston. 2. Hydraulic pump capacity: 35 gpm. @ 2200 rpm. 3. Filtration: Spin on type. 4. Hydraulic lines: Steel & rubber. 5. Additional instructions: Hydraulic system shall be as required to sufficiently operate loader and backhoe Simultaneously. 6. 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 attached City of Tulsa Standard No. 000081 & ISO Standard 8643 (see Pages 12-14, and diagram on Page 15 below). Seller must state if the unit is equipped with the holding valves as outlined per the attached regulations and standards. <u>Seller must demonstrate that the unit is equipped with the holding valves as outlined per the attached regulations and standards. The demonstration shall be performed before award of the Bid. If the type of machine with the holding valves has been previously demonstrated to the City of Tulsa and shown to meet the City Standard and the ISO 8643 regulations another demonstration will not be required.</u> 7. Hydraulics with quick-disconnects shall be plumbed to middle of dipper for mounted tools. 	<p><u>Describe:</u></p> <p>1 _____</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p>
<p>Loader</p>	<ol style="list-style-type: none"> 1. Bucket type: heavy-duty general purpose. 2. Bucket capacity heaped: 1.25 cubic yard minimum. 3. Bucket width: 92 inches approx. 4. Lift capacity full height: 7000 lbs. approx. 5. Height to bucket hinge pin raised: 11 ft. approx. 6. Bucket roll back at ground-line 37-40 degrees approx. 7. Breakout force: 10,000 lbs. approx. 8. Digging depth below ground line bucket flat: 3 - 5.0 inches approx. 9. Dump clearance at full height approx. 45-degree dump: 8 feet minimum. 10. Dump reach at full height 45-degree dump: 32-36 inches approx. 	<p><u>Describe:</u></p> <p>1 _____</p> <p>2 _____</p> <p>3 _____</p> <p>4 _____</p> <p>5 _____</p> <p>6 _____</p> <p>7 _____</p> <p>8 _____</p> <p>9 _____</p> <p>10 _____</p>

	<p>11. Loaded bucket rose to a maximum height: 4.9 seconds approx.</p> <p>12. Additional instructions to include:</p> <p>A. Single lever control.</p> <p>B. Bucket self-leveling w/level indicator and auto return to dig.</p> <p>C. Nitrogen shock absorber system on front loader for roading equipment safely from one location to another.</p>	<p>11</p> <hr/> <p>12</p> <hr/> <p>A</p> <hr/> <p>B</p> <hr/> <p>C</p> <hr/>
<p>Backhoe</p>	<p>1. Bucket type: heavy-duty trenching with four (4) replaceable teeth.</p> <p>2. Bucket width: 24 inches.</p> <p>3. Bucket connection: Rigid type, universal quick coupler compatible with older Caterpillar, Case, & Deere.</p> <p>4. Digging depth: 18 feet approx.</p> <p>5. Overall reach from rear axle centerline: 25 feet.</p> <p>6. Loading height: 14 ft. approx.</p> <p>7. Swing arc: 180 degrees.</p> <p>8. Loading reach: 7 feet approx.</p> <p>9. Bucket rotation: 190 degrees.</p> <p>10. Stabilizer spread with hydraulic lockouts to prevent drift in work & transport positions.</p> <p>A. Operating position: 10 feet approx.</p> <p>B. Transport position: 7 feet to 7-½ feet approx.</p> <p>C. Stabilizer pads to be flip over style with rubber on one side.</p> <p>11. Digging force:</p> <p>A. Bucket cylinder, 15,000 lb. approx.</p> <p>B. Dipper cylinder, 8,000 lb. approx.</p> <p>12. Leveling angle (max. Slope on which backhoe will make vertical cut):14-degrees.</p> <p>13. Lift capacity at top of lift height: 4900 lbs. approx. retracted.</p> <p>14. Lift capacity anywhere within full swing arc: 2,000 lb. approx. extended.</p> <p>15. Extendable dipper-stick: To be included.</p> <p>16. Additional instructions: Include two sets of hydraulic quick-connecting fittings and lines for the use of hydraulic tools, etc. On middle of dipper-stick. Auxiliary hydraulics for hyd. hammer w/adjustable valve.</p> <p>17. Controls for backhoe shall be two lever pilot controls as to not restrict an operator's operational knowledge to any machine.</p>	<p><u>Describe:</u></p> <p>1</p> <hr/> <p>2</p> <hr/> <p>3</p> <hr/> <p>4</p> <hr/> <p>5</p> <hr/> <p>6</p> <hr/> <p>7</p> <hr/> <p>8</p> <hr/> <p>9</p> <hr/> <p>10</p> <hr/> <p>A</p> <hr/> <p>B</p> <hr/> <p>C</p> <hr/> <p>11</p> <hr/> <p>A</p> <hr/> <p>B</p> <hr/> <p>12</p> <hr/> <p>13</p> <hr/> <p>14</p> <hr/> <p>15</p> <hr/> <p>16</p> <hr/> <p>17</p> <hr/>

		<hr/> <hr/>
Dimensions	<ol style="list-style-type: none"> Overall transport length: 23 ft. approx. Overall transport width: 7 ft. 5 in. approx. Ground clearance at backhoe mainframe: 13 in. Operating weight including cab and extendable dipper-stick: 16,000 lb. approx. Unit must be able to fit on standard trailer. (dual axle flat deck trailer) 	<u>Describe:</u> 1 _____ 2 _____ 3 _____ 4 _____ 5 _____
Fluid Capacities	<ol style="list-style-type: none"> Fuel capacity: 36 gallons approx. Hydraulic capacity: 24 gallons approx. 	<u>Describe:</u> 1 _____ 2 _____
Additional Equipment to Include	<ol style="list-style-type: none"> Backup alarm. Horn. Dish fenders: Rear only. Full lockup package: Include (lockable doors). Lockable toolbox. Street pads: 130 lb. rubberized / reversible. Air ride control system: nitrogen is acceptable. 	<u>Describe:</u> 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____
Weights	Weights: Manufacturer's recommendation for balance.	<u>Describe:</u> _____ _____
Training	The Seller 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.	<u>Describe:</u> _____ _____ _____ _____
Manuals	The Seller shall supply 2 copies each of the following: <ol style="list-style-type: none"> Operator's Manuals. Parts manuals. Service manuals. Parts and Service manuals may be on CD-ROM or if manuals are available on-line at no cost to the City of Tulsa. State how they may be obtained.	<u>Describe:</u> _____ _____ 1 _____ 2 _____ 3 _____ _____ _____

CITY OF TULSA STANDARD #000081
BACKHOES AND EXCAVATORS

LOAD HOLDING VALVES FOR

INTERNATIONAL STANDARD – ISO 8643 First Edition 1998-02,01

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 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.

**EARTH-MOVING MACHINERY—HYDRAULIC EXCAVATOR AND BACKHOE LOADER
BOOM LOWERING CONTROL DEVICE REQUIREMENTS AND TESTS.**

0 Introduction

Where national regulations permit use of excavators or backhoe loaders for lifting operations, a failure in the hydraulic 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 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.

1 Scope

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

2 Field of Application

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

3 References

ISO 6165, Earth-Moving machinery – Basic Types – Vocabulary.

4 Definitions

4.1 Boom Control System. Hydraulic control valve (s) (including pilot and slave valves) used for raising and lowering of the boom.

4.2 Rated Lift Capacity. Smaller of either the rated tipping capacity or the rated hydraulic lift capacity.

4.3 Lift point. One point as defined by the manufacturer for purpose of lifting. It is defined by lift point height and lift point radius.

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 lift point to 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 uncontrolled lowering of the boom in case of a hydraulic line failure or rupture.

5.2 Such control devices shall operate automatically while raising, holding and lowering loads. In case of line rupture during down movement, the increase in the initial lowering speed shall be less than 200 mm/s, measured at the load, whatever the height of the fall. After the operator returns the control to neutral position, the drop rate of the load shall not exceed 10 mm/s, allowable for internal leakage in the system.

5.3 The operation of the boom control lowering device shall not detract from the normal response of the machine and shall not, at any time, endanger the stability of the machine.

5.4 A relief valve to protect the cylinder may be fitted between the cylinder and the control device.

5.5 In case of a failure of the boom control system, or after a boom line rupture, lowering of the load shall be possible without endangering person(s) or the stability of the machine.

5.6 Except for tubes and fittings integrated into the cylinder assembly and supported at both ends, tubes and hoses 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 parallel with the control device.

Tubes and fittings integrated into the cylinder assembly shall have a minimum burst pressure of four times the relief valve pressure for that part of the system.

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 degrees C oil temperature at the specified operating pressure.

6 Test Method

6.1 Apparatus

6.1.1 Stop Watch

6.1.2 Measuring Tape or Scale

6.1.3 Thermometer, measuring from 0 to 100 degrees C.

6.1.4. Measuring container, of 2 l capacity of flowmeter.

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

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 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.

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

Examples of such installations are:

- (a) in the line between boom lift cylinder and control valve as shown in figure 1,
- (b) in the signal line between boom lift cylinder and testing device as shown in figure 2,
- (c) in the equalizing line between boom lift cylinders as shown in figure 3.

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 the type and grade specified by the manufacturer.

6.3 Testing of Control device

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.

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

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

6.4 Test of Holding position

6.4.1 The test load shall be raised approximately 1 m above ground level, with the control valve(s) in neutral position.

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

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

6.5 Testing During Raise Function

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

6.5.2 The failure-simulating valve between the lift cylinder(s) and the control valve shall be opened.

6.5.3 The total drop of the load during the initial 10 shall be measured. It shall not exceed 100 mm.

6.6 Test During Lowering Function

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

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

6.6.3 The increase in the lowering speed of the test load shall be less than 100% increase of the initial speed. After the control is moved to the neutral position, the device shall be able to limit boom movement so that the total drop of the load during the initial 10 of the test does not exceed 100 mm.

6.7 Testing of Equalizing Lines or Signal Lines

6.7.1 Testing shall be performed without load.

6.7.2 The boom shall be raised to its maximum lift height, and the control valve kept in the “lift” position.

6.7.3 The failure-simulating device shall be opened.

6.7.4 The oil leakage per cylinder shall not exceed 10 l/min.

Hydraulic Holding Valve

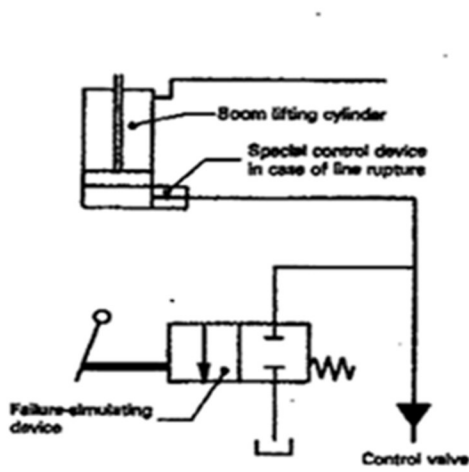


Figure 1

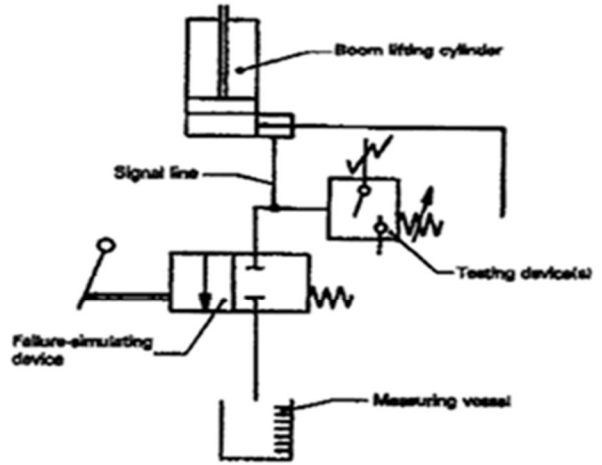


Figure 2

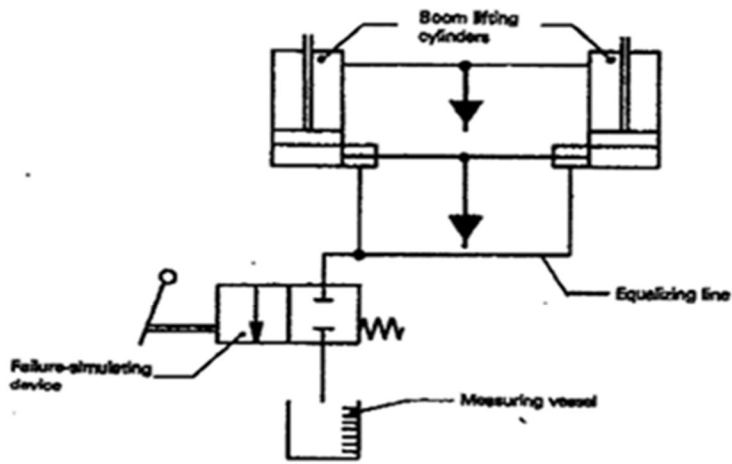


Figure 3

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration:** To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If you have any questions regarding registration, email Jina Djahedian (jdjahedian@cityoftulsa.org) or check the City's "Selling to the City" website ([linked here](#)).
2. **Pre-Bid Conference:** If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

No Pre-Bid Conference Will Be Held

3. **Questions and Concerns:** As You prepare Your bid response, You may have questions or points of clarification around this solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the Assigned Buyer (listed on the first page) and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda:** The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments and including it with Your Information for Bid. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids:** The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Document Checklist to ensure your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The time stamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the City deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- And if documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening or to delay or reschedule the Bid Opening for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening**: All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

IV. BID EVALUATION AND AWARD

- Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost**. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
- Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected are as set forth in [the City's Purchasing Ordinance](#) and include, but are not limited to the following:
 - A submitted Invitation for Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- Bid Award Recommendation and Appeal**: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING AND PAYMENT

- 1. Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative. Often a purchase order receipt will serve as notice to proceed.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City’s close of business on the Bid Submission Date until 365 Days after the Bid Opening Date.

- 2. Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this Invitation for Bid will govern the transaction and be enforceable by the City and Bidder.

- 3. Payments:** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made net 30 Days after receipt of a properly submitted invoice or the City’s Acceptance of the Supplies or Services, whichever is later.

- 4. Insurance:**

Yes: No:

Seller and its subcontractors must obtain at Seller’s expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers’ Compensation and Employer’s Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Workers’ Compensation	(Statutory limits)

Seller’s insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- Your name
- Insurer’s name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

5. **Bonding:**

Yes: No:

6. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:

Yes: No:

7. **References:** If the box is checked "Yes," References are **required:**

Yes: No: If yes, number of references required: 2

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the goods or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____

EXHIBIT A – DELIVERY AND PRICING

Bidder’s Legal Name: _____
 (Must be Bidder’s company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

Pricing:

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	Four-Wheel Drive Backhoes with Front Loader	2	\$	\$
Options				
	1. Hydraulic Thumb Attachment	2	\$	\$
	2. 36-Inch Severe Duty Ditching Bucket	2	\$	\$
	3. Extended Warranty Four (4) years/ 4,000 Hours	2	\$	\$
	4. Preventative Maintenance Five (5) years/ 3,000 Hours	2	\$	\$
TOTAL COST NOT TO EXCEED: (All costs must be included, or Your Bid will be disqualified)		\$ _____		

The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the initial term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices for any renewal period, a change in price is allowed if the following conditions are met:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year or the following fixed percentage: _____%.
- b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

EXHIBIT B - BIDDER INFORMATION SHEET

Bidder's Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

Contact for Legal Notice:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

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INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA and address) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

IFB 23-308 Four-Wheel Drive Backhoes with Front Loader

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"City"** means the City of Tulsa, Oklahoma.
- 1.7. **"Days"** means calendar days unless otherwise specified.
- 1.8. **"Invitation for Bid" or "IFB"** consists of the following documents: Notice of Invitation for Bid (Sections I-V, all preceding pages), Bidder Information Sheet, References, Specifications, Affidavit(s), Acknowledgment of Receipt of Addenda/Amendments, Delivery and Pricing
- 1.9. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.10. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.11. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the primary Seller is unable to provide all the Supplies and/or Services.
- 1.12. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.13. **"Specifications"** means the technical and/or performance requirements for the Supply or Service.
- 1.14. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.15. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

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4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.
5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with a Supply, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Seller Bears Risk.** Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
11. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
12. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
13. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
14. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
15. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply, with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is

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defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

16. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
17. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the initial term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
18. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
19. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:
 - i. To Seller: Contact for Legal Notice as specified on the Bidder Information Sheet.
To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103
20. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
21. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
22. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
23. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
24. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
25. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
26. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding

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arbitration of any disputes.

27. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
28. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any statement of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
29. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
30. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
31. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 31.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 31.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 31.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 31.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 31.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
32. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
33. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

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IMPORTANT NOTE: This document must be signed by Authorized Agent FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Corporate Secretary

Title: _____

Date: _____

CITY OF TULSA, OKLAHOMA,
a municipal corporation,

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following Addenda or Amendments and understand that such Addenda or amendments are incorporated into the Invitation For Bid and will become a part of any resulting contract.

List Date and Title/Number of all Addenda or Amendments: (Write "None" if applicable).

Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which **must** be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City of Tulsa and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted**.

Bidder's Name: _____

BIDDER CHECKLIST		
RESPONDENT DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Sections I-V, all preceding pages)	1-2, 16-19	
Specifications	3-15	
References (if applicable)	20	
EXHIBIT A: Delivery and Pricing	21	
EXHIBIT B: Bidder Information Sheet	22	
Certificate(s) of Insurance (if applicable)	n/a	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	23	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	24-28	
Acknowledgment of Receipt of Addenda/Amendments <i>Must be completed and signed by Authorized Agent.</i>	29	

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# IFB 23-308

BID DESCRIPTION: Four-Wheel Drive Backhoes with Front Loader

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label is designed to assist Your Bid in getting to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.