City of Broken Arrow



INVITATION TO BID

Bid Number: 14.144

108–150 Inch Cutting Path Rotary Mower

SUBMIT PROPOSALS By 3:30 p.m. (Local Time) February 11th, 2014 to:

The City of Broken Arrow Purchasing Division P.O. Box 610 1700 W. Detroit (East Building) Broken Arrow, Oklahoma 74013 (918) 259-8373

Bid Openings Are Held At the Broken Arrow Operations Office Building 485 North Poplar, Conference Room C107 Broken Arrow, Oklahoma 74012

ALL BIDS <u>MUST</u> BE TURNED IN BY THE ABOVE STATED TIME AND TO THE ABOVE STATED ADDRESS. ANY BID NOT RECEIVIED AT THE ABOVE ADDRESS ON OR BEFORE THE STATED TIME WILL BE REJECTED. THERE ARE NO EXCEPTIONS.

Local time shall mean the time indicated on the Purchasing Division's computers as set by "Coordinated Universal Time -6 hours"

Bidders Are Expected To Examine The Solicitation, Statement Of Work, Specifications, Instructions, And All Amendments. Failure to do so will be at the Bidder's Risk.

All Manufacturers, Suppliers Or Contractors Are Encouraged To Bid.

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108–150 Inch Cutting Path Rotary Mower

The City of Broken Arrow invites sealed bids for a 108 - 150 inch cutting path Rotary Mower, in accordance with the provisions, specifications and bidding instructions set forth in this invitation for bid. Bids will be received by the Purchasing Division at **1700 W. Detroit,** Broken Arrow, Oklahoma, February 11^{th} , 2014 until 3:30 p.m. local time. Bids will be publicly opened and read aloud on February 12^{th} , 2014 at 10:30 a.m. at the Broken Arrow Operations Office Building, 485 North Poplar, Conference room C107 Broken Arrow, OK

Late bids will not be considered.

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the "Terms" and "Signature Sheet" and return bid documents to: The City of Broken Arrow, Purchasing Division, 1700 W. Detroit. If mailed, mail to P.O. Box 610, Broken Arrow, Oklahoma 74013. Bid documents must be returned in a sealed envelope. Mark outside of an envelope with Invitation for Bid Number 14.144 and opening date of bid (February 12th, 2014).

GENERAL PROVISIONS FOR INVITATION TO BID

GP-1 Definitions

- (a) ITB means Invitation to Bid
- (b) Release means purchase order issued against the specified contract
- (c) Solicitation means an Invitation to Bid
- (d) City means the City of Broken Arrow

GP-2 Explanation to Bidders

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

GP-3 Type of Contract

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/servicesspecified. Should this contract be for indefinite quantities it will be so stated in the contract.

GP-4 Preparation of Bids

- (a) Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder's risk.
- (b) Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- (d) Unit price shall be entered on the form provided or a copy thereof.
- (e) If the supplier wishes to bid "all or none" this must be clearly shown on the bid.
- (f) Recipients of this solicitation not responding with a bid shall return only the "Statement Of No Interest"

GP-5 F.O.B. Destination

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until

accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

GP-6 Amendments to Invitation to Bid

- (a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents

GP-7 Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

GP-8 Submission, Modification, or Withdrawal of Bids

- (a) Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, P.O. Box 610, Broken Arrow, Oklahoma 74013 or if hand delivered, deliver to the office of the Purchasing Division, 1700 W. Detroit, Broken Arrow, Oklahoma. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- (b) The Purchasing Division will open sealed bids at the time and place specified.
- (c) Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- (d) Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.

GP-9 Bid Compliance

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

GP-10 Evaluation and Award

- (a) The City shall evaluate bids in response to this solicitation and will award a contract to the bidder whose bid is determined to be the lowest responsive, responsible bid.
- (b) The City may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The City reserves the right to accept by item, groups of items or by the total bid.
- (d) The City may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

GP-11 Notice of Award

Notice of award letter or purchase order resulting from this ITB will be furnished to each successful bidder and shall result in a binding contract without further action by either party. It shall be the successful bidder's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the Purchasing division.

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GP-12 Termination of Contract

(a) This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.

- (b) The City may cancel with just cause upon written notification to vendor
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

GP-13 Extension of Contract

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

GP-14 Ordering

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

GP-15 State and Federal Taxes

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

GP-16 Contractor Invoices

- (a) The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract. Invoices shall contain the contract number (if applicable) and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment. If the bidder wish to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) In cases of partial delivery the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

GP-17 Prompt Payment Discounts

Discounts for prompt payment will not be considered in the evaluation of offers. However, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

GP-18 Gratuities

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

GP-19 Bid Conformity

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

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GP-20 Warranty

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

GP-21 Conflict of Interest

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the suppliers firm or any of it's branches.

GP-22 Patents and Royalties

The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow. If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

GP-23 Immigration Compliance

I. Contractor:

- a. has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- b. has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and
- c. has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- d. has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.
- II. Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I above.

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Specifications

The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive. Equipment offered shall be of equivalent dimensions, quality and performance. Bidder offering other equipment shall submit, with their bids, an itemized comparison with this specification documenting equivalence for dimensions, quality and performance. The offered equipment shall provide the following features as noted hereinafter.

The Following Are Minimum Requirements

Commercial 108 – 150 Inch Cutting Path Rotary Mower

It is the intent of these specifications to secure one new 2013/2014 diesel powered, commercial type, 108 inch minimum cut width rotary mower, for the City of Broken Arrow Parks Department, built to withstand heavy duty service for mowing in parks and sports fields.

*Mower Type: Minimum: 108 inch, 5 section, wide area, rotary, riding mower *Vendors having more than one model machine in the 108-150 inch cutting width range are encouraged to submit separate alternate bids for evaluation and consideration.					
	Complies with this section	Yes	No		
Engine					
Size	55 HP net minimum,	4 cylinders Diesel	,		
Throttle	Hand operated				
Cooling system	Liquid cooled				
Air cleaner	Centrifugal type clear	ner w/replaceable e	element		
Fuel filter/s	Spin on replaceable v	w/water separator			
Fuel tank capacity	17-22 gallons				
Oil filter	Replaceable-spin on	type			
Key operated start and s	stop Required				
	Complies with this section	Yes	No		
Drive Train	-				
Drive	4 Wheel drive / bi-dir	rectional			
Transmission	Hydrostatic				
Drive control	Foot operated -with i	nfinitely variable s	peed		
Travel speeds show:	Forward mow:	transport:			
	Reverse mow:	transport:			
Bypass valve	Required for towing	-			
Speed set control	Required				
Service brakes	Hydraulic				
Steering brakes	Required				
Parking brake	Required				
Steering	Power assist w/tilt ste	•	Show turning radius		
Tires	6 ply tubeless turf typ	pe tires			
	Complies with this section	Yes	No		

<u>Hydra</u>	<u>iulics</u>	
	Pump/s	Gear type
	Hydraulic reservoir with:	Sight glass level indicator
	•	Suction screen
		Water collector/drain plugs
	Oil cooler	Required
	Filter/s	Replaceable spin on type
	Hydraulic circuit's	Independent control
	Blade drive	
		Hydraulic drive to all cutting units
	Hydraulic test ports	Required
	PTO	Automatic deck disengagement when decks are lifted for transport
	Co	mplies with this section Yes No
Electr		inplies with this section ————————————————————————————————————
Liccii	icui	
	Electrical system	12 Volt
	Batteries	Maintenance free type
	Alternator	40 AMP minimum
		40 AMF IIIIIIIIIIII
	Gauge package to include:	г 1
		Fuel gauge
		Engine water temperature
		Engine oil pressure
		Engine hour meter
	Indicator warning lights and	
		Low engine oil pressure
		High engine temperature
		High hydraulic oil temperature
		Low/no system voltage
	Flashing hazard lights	Required
	Safety interlock	Safety start/kill system for traction pedal, seat and PTO
	Co	mplies with this section Yes No
~		
Chass		(DODG) ::1
	Rollover protective structure	
	Seat	Suspension type Seat w/arm and back rests
	Seat belt	Required
	Tool box	1 Required
	Slow moving vehicle emble	m Required
	Co	mplies with this section Yes No
Mossi	ng Decks	
MIOWI	Type	Five (5) section minimum free fleeting hydroulic drive rear discharge
	• 1	Five (5) section minimum, free floating, hydraulic drive, rear discharge
ınaepe	endent operation From	nt, side, and rear decks with ability to operate independently
	Mowing rate	Acre/Hour Show
	Impact protection	Required, only on units with extension wings
	Cutting widths (approximate	· · · · · · · · · · · · · · · · · · ·
	(upprominate	
		All decks 108 -150 inches show
	Float capability	All decks to follow contour of ground
	Cutting height	.75 to 4 inches. Increments of .25 inch show

	Blades Anti-scalp rollers Striping rollers Blade spindles	All interchangeable with anti-scalp cup on each blade Required Required on rear of each deck Greaseable		
		Complies with this section Yes No		
<u>Other</u>				
	General	All components or features not specifically mentioned, which are necessary to provide a complete unit, or that is standard equipment for the model, shall be included in the bid.		
	Training	A qualified representative shall provide operator and maintenance training upon delivery.		
		Complies with this section Yes No		
Manua	<u>lls</u>			
		2 Operators manuals 1 Parts book for entire machine 1 Shop repair manual for entire machine to include electrical schematics 1 Parts book for engine 1 Shop repair manual for engine to include electrical schematics		
		Complies with this section Yes No		
End of specifications				

PROPOSAL SHEET

THIS SHEET MUST BE COMPLETED AND ACCOMPANY BID

Bid Number: 14.144

Number	Quantity	Description	Unit Price	Amount
1	1 ea.	120 – 150 Inch rotary mower	\$	\$
Bid pricing goo	od for:	Show length in days: _		
Vendor's Prop	osed:			
Make:			Model:	
Engine make/model/HP			Weight:	
Transport widt	h:			
Nearest parts an	nd service dealer:			
Warranty Show	/:			
List Delivery Time:				
Additional Optional Equipment				
The following list represents the additional equipment options that may be ordered under this contract. Bidder shall furnish with their bid, the price to be added/deducted from the base bid for each of the following options:				
Option: Hydrai	ulic oil cooler w/	auto reversing fan		\$

	Terms and Signature Sheet		
Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), a this may be a factor in making an award Calendar days.			
	estination: Location shown within bid documents under th r or verbal instructions given at time order is placed.	e heading GP-5 or as may be	
•	ation for bid number 14.144 and subject to all conditions there ems and/or services upon which prices are quoted, at the price	•	
person or company engaged i or City Law. Furthermore, I	ne accompanying bid is not the result of or affected by, any n the same line of business or commerce, or any act of fraud p understand that fraudulent and collusive bidding is a crime prison sentences, and civil damage awards. I hereby certify the	ounishable under Federal, State, under Federal, State, and City	
No Interest Sheet" with auth	s Invitation, forward your acknowledgement of "No Bid". Rehorized signature and indicate the reason for "No Bid". Failurame from the bid list for the subject commodity and/or service	re to comply may be cause for	
Complete Legal Name of Bi	dder:		
	Dat	e:	
Comp	any Name		
Address:			
City	State	Zip Code	
Signature:	Official Title:		
Please print or type name cl	learly:		
Telephone Number:	Fax Number:		

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

Federal Tax ID Number:

BID AFFIDAVIT

The following affidavit is to accompany the bid:	:	
STATE OF:		
COUNTY OF:		
says: 1. (S)he is the duly authorized agent of competitive offer which is attached to this statemer collusion among offerors and between offerors and or offering of things of value to government perspursuant to the offer to which this statement is attathe making of the offer to which this statement is a leading to the submission of such bid; and 3. neither been a party: a. to any collusion among offerors in a fixed price or to refrain from submitting an offer quality or price in the prospective contract, or as to between offerors and any city official concerning of the letting of a contract.	ent, for the purpose of cerd city officials or employsonnel in return for speciached; 2. (S)he is fully awattached and has been perser the offeror nor anyone restraint of freedom of cer, b. to any collusion with any other terms of such	trifying the facts pertaining to the existence of ees, as well as facts to pertaining to the giving all consideration in the letting of any contract are of the facts and circumstances surrounding conally and directly involved in the proceeding subject to the offeror's direction or control has empetition by agreement to submit an offer at h any city official or employee as to quantity, prospective contract, nor c. in any discussions
X		
Subscribed and sworn to before me this	_ day of	20
My Commission Expires:		
	No	otary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

INTEREST AFFIDAVIT

The following affidavit is to accompany the bid:			
STATE OF:			
COUNTY OF:			
that s(he) is the agent authorized by the bidder to su employee of the City of Broken Arrow either direct bidder's business or such a percentage, which const officers and/or employees of the City of Broken Arr	bmit the attached by or indirectly, ovitutes a controlling	bid. Affiant further s wns a twenty-five per g interest. Affiant fur	cent (25%) interest in the thers states that the following
For purposes of this affidavit, a direct or indirect in affidavit, or which previously existed within the parelationship between or among the proposed partie between the officers and directors of the proposed control of the proposed of th	ast year. Such an i	nterest shall also be project and also to ir	defined to include any business
X			
Subscribed and Sworn to before me this	day of		20
My Commission Expires:		Notary Public	

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

STATEMENT OF NO INTEREST

Bid Number: 14.144

IF YOU DO NOT INTEND TO SUBMIT A BID, RETURN THIS FORM IMMEDIATELY

The Purchasing Division of the City of Broken Arrow wishes to keep its vendor list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you no longer supply this commodity/service, and your name will be removed from this bidders list.

We undersigned have declined to submit a bid on commodities or services outlined in the attached bid documents.				
Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)				
Specifications are unclear (explain below)				
We are unable to meet specifications				
Insufficient time to respond to bid				
Our schedule would not permit us to perform				
We are unable to meet bond requirements				
We are unable to meet insurance requirements				
We do not offer this product or service				
Remove us from your vendor list for this commodity or service				
Other (specify below)				
Remarks:				
A ddwagg				
Address:				
Telephone Number: Fax Number:				
Signed:				
Print or Type Name of Person Signing:				
Title:				

Date:

INSTRUCTIONS FOR SUBMITTING A SEALED BID OR QUOTATION

IF SUBMITTING A SINGLE SEALED BID:

- 1. PLACE BID IN AN OPAQUE ENVELOPE AND SEAL. **TYPE OR PRINT** BID NUMBER AND OPENING DATE IN THE LOWER LEFT CORNERS
- 2. IF SENDING FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN THE EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.



TWO OR MORE BIDS WITH DIFFERENT BID NUMBERS

- 1. PLACE EACH BID IN DIFFERENT OPAQUE ENVELOPE AND SEAL. **TYPE OR PRINT** BID NUMBER AND BID OPENING DATE IN THE LOWER LEFT HAND CORNERS.
- 2. PLACE EACH BID IN A LARGER ENVELOPE. **TYPE OR PRINT "BIDS"** IN THE LOWER LEFT HAND CORNER.
- 3. IF SENDING BY FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.



BIDS MAY BE REJECTED IF THE ABO	VE INSTRUCTIONS ARE NOT FOLLOW	ED
	15	Bid Number: 14.144