

**CITY OF VICTORIA, TEXAS**  
**PURCHASING DIVISION**

INVITATION TO BID, BID SPECIFICATIONS & BID FORMS

FOR THREE

YEAR MODEL 2010 LOADER/BACKHOES WITH EXTENDAHOE



BIDS WILL BE RECEIVED UNTIL  
1:30P.M. ON WEDNESDAY, SEPTEMBER 2, 2009

AT THE PURCHASING OFFICE  
1201 E. PINE STREET  
VICTORIA, TX 77901

AFTER 1:30P.M. ALL BIDS SHALL BE DELIVERED TO  
700 MAIN CENTER BUILDING, 702 N.MAIN STREET, SUITE 204  
VICTORIA, TEXAS 77901

PUBLIC BID OPENING WILL BE CONDUCTED AT 2:00P.M. ON WEDNESDAY, SEPTEMBER 2, 2009  
AT 700 MAIN CENTER BUILDING, 702 N. MAIN STREET, SUITE 204  
VICTORIA, TEXAS 77901

PHONE: 361-485-3170  
FAX: 361-578-9478

Bid Reference No: 90209-S-1

## **INVITATION FOR LIFE CYCLE BID**

Life Cycle Bids, addressed to the City of Victoria, Purchasing Department, will be received for:

### **Three - Year Model 2010 Loader/Backhoes with Extendahoe**

in accordance with the specifications and contract documents. Bids will be received at the City Purchasing Department, 1201 E. Pine Street, Victoria, Texas until 1:30p.m. on Wednesday, September 2, 2009. After 1:30p.m. all bids shall be delivered to the 700 Main Center Building, 702 N. Main Street, Suite 204, Victoria, Texas, 77901. Bids will be opened and publicly read aloud at **2:00p.m. on Wednesday, September 2, 2009**. Any bid received after 2:00p.m. will be returned unopened. The envelope containing the bid shall be clearly marked "**Bid for Three - Year Model 2010 Loader/Backhoes with Extendahoe.**"

Specifications are available at the City of Victoria Purchasing Department, 1201 E. Pine Street, Victoria, Texas 77901 and also at [www.victoriatx.org/purchasing/bidlist.asp](http://www.victoriatx.org/purchasing/bidlist.asp)

The City of Victoria reserves the right to reject any and/or all bids, to waive any and/or all formalities and to accept the one deemed most advantageous to the City of Victoria.

Lana Schultz,  
Purchasing Agent  
City of Victoria

**CITY OF VICTORIA, TEXAS**

**PURCHASING DEPARTMENT**

**GENERAL TERMS AND CONDITIONS**

**1. PURCHASE CONTRACT**

The successful bidder will be asked to enter into a Purchase Contract with the City of Victoria for Three -Year Model 2010 Loader/Backhoes with Extendahoe. The Purchase Contract will include the specifications herein listed and any other pertinent information.

**2. DESCRIPTION OF SUPPLIES**

Any catalog or manufacturer's reference used is merely descriptive, and not restrictive, unless otherwise noted and is used only to indicate type and quality of material. Bidders are required to state exactly what they intend to furnish, otherwise they shall be required to furnish the items as specified.

**3. DISCOUNTS**

Bids submitted will be considered as competitive and should reflect any and all discounts offered to the City of Victoria.

**4. WITHDRAWAL OF LIFE CYCLE BIDS**

Bids may not be withdrawn after the time set for the bid opening. A bid that has been opened is not subject to amendment, alteration, or change for the purpose of correcting an error in the bid price. Bids containing an error may be offered "as is" or withdrawn in accordance with applicable State Laws.

**5. FIRM TIME OF LIFE CYCLE BIDS**

The Bidder shall state the length of time for which bid prices are firm. The City of Victoria requests a minimum of 30 days.

**6. LEAD TIME**

Lead-time must be specified on the Bid Sheet as the number of calendar days from receipt of release. Bids submitted on the basis of "as required" may be rejected as being non responsive.

**7. PAYMENT**

Full payment will be made within 30 days of the delivery of each completed order.

**8. SALES TAX**

These items will be exempt from payment of State and Local Sales Tax. The City of Victoria will furnish Exemption Certificate to successful bidder in the amount of merchandise cost, if required.

**9. TRANSPORTATION**

All bids must include the cost of transportation, FOB 1102 E. North St., Victoria, Texas.

**10. LATE BIDS**

Bids received after the specified opening time and date will be returned to the Bidder unopened.

**11. FUNDING SOURCE**

The purchases will be funded by the City of Victoria subject to annual appropriations. TWO complete Bid Documents which contain the Invitation to Bid, Bid Specifications and Bid Forms must be returned in its entirety.

**12. BID EVALUATION FACTORS**

- A. Most Advantageous Bid. The City of Victoria will award purchase orders and contracts to the lowest and best responsible bidder which presents the most advantageous bid to the City of Victoria. In determining the most advantageous bid or proposal, price and other factors are considered. These other factors would include specifications, delivery requirements, the initial purchase price, life expectancy, cost of maintenance and operations, operating efficiency, training requirements, disposal value, and other factors contributing to the overall cost of an item. Consideration may be given to, but/or not necessarily limited to, conformity to the specifications, product warranty, a bidder's proposed service, ability to supply and provide service, delivery to required schedules, and past performance in other contracts with the City including timely delivery.
- B. Partial Awards. Bidders may furnish pricing for all or any portion of the bid invitation. Unless the Bidder specifies otherwise in his/her bid, the City of Victoria may award the contract for any item or group of items shown on the bid invitation. The City of Victoria reserves the right to award a contract based on the "low total bid" for all items.
- c. Reservations: The City of Victoria expressly reserves the right to:
  - 1. Permit minor deviations from specifications that do not impair overall function;
  - 2. Waive any defect, irregularity or informality in any bid or bidding procedure;
  - 3. Reject or cancel any or all bids;
  - 4. Reissue a bid invitation;
  - 5. Extend the bid opening time and date;
  - 6. Procure any items by other means;
  - 7. Increase or decrease the quantity specified in the bid invitation, unless the Bidder specifies otherwise;
  - 8. Consider and accept an alternate bid as provided herein when most advantageous to the City of Victoria;
  - 9. The City of Victoria will not consider unsolicited alternate bids unless provided for herein.

### 13. INDEMNIFICATION

The successful bidder shall defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees from all suits, actions, or claims of any character, name and description including attorney's fees/expenses brought for any injuries to persons or damages to property in connections with this contract including any claims for damages accruing during the delivery of the item supplied hereunder. Any money due the successful bidder under this Contract as shall be considered necessary by the City of Victoria may be retained for the use of the City to secure this indemnity. The successful bidder expressly agrees to defend, indemnify and hold harmless the City of Victoria and its officers, agents, and employees in accordance with this clause regardless of whether the injury or damage is caused in whole or in part by the acts or omissions, including negligence, of the City of Victoria, its officers, agents or employees.

**CITY OF VICTORIA, TEXAS**  
**PURCHASE SPECIFICATIONS**  
**FOR**

**THREE - YEAR MODEL 2010 TRACTOR LOADER/BACKHOES WITH EXTENDAHOE**

**1.0 GENERAL PROVISIONS AND CLASSIFICATION**

1.1 General Provisions

It is the intent of these specifications to describe a Tractor-Loader/Backhoe, with Extendahoe compatible with a City owned hydraulic hammer in sufficient detail to solicit bids on comparable equipment. All parts not specifically mentioned, which are necessary to provide a complete unit, shall be included in the bid and shall conform in strength and quality of material and workmanship to industry standards for a Tractor-Loader/Backhoe with Extendahoe. The Tractor-Loader/Backhoe with Extendahoe must be a current model under standard production by the manufacturer.

1.2 Classification:

These Tractor-Loader/Backhoes are to be used by the City of Victoria Utilities Department.

**2.0 APPLICABLE SPECIFICATIONS**

NOTE:

The following is a list of **minimum** specifications acceptable to the City of Victoria. The listed requirements are to be considered descriptive and not restrictive. **Any exception taken must be explained in detail in the space provided to assure an adequate bid evaluation.**

**Tractor**

**Bidder to Complete Blanks**

- 2.1 Operating weight of at least 17,000 lbs. with use of cab, extendahoe, two-lever control, vinyl mechanical suspension seat, including front counterweight of at least 1,200 pounds. State total gross weight of machine. \_\_\_\_\_  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.2 Transmission: 4 speed forward and 3 speed reverse with hydraulically actuated clutches and Front/Rear shuttle control.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.3 Tires: Manufacturer's standard tire size to meet gross operating weight. State tire size front and rear including ply rating.  
Front: \_\_\_\_\_ Rear: \_\_\_\_\_
- 2.4 Steering: Power assisted. Yes \_\_\_\_\_ No \_\_\_\_\_

- 2.5 Lighting: Headlights, tail lights, emergency flashers, work lights forward and rear, amber strobe light on top of cab with a switch in the cab and hot only when ignition is on .  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.6 Engine: Diesel, SAE Net Horsepower of at least 97 @ 2200 rpm; minimum SAE Net Torque; 310 lb/ft @ 1400rpm. Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.7 Diesel Fuel System must be compatible with highway ultra low-sulphur diesel without any extra additives, Teir III compliant.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.8 Brakes: Individually applied, hydraulically actuated, maintenance-free, self adjusting, wet disc. Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.9 Cab: with A/C, heater, defroster, dome light, wipers, tinted glass, floor mat and inside release for side windows. Interior rearview mirror. Fire Extinguisher mounted in cab or supplied. Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.10 Gauges: Temperature, oil pressure, fuel, tachometer/hourmeter, voltmeter, warning lights, audible alarms, turn signals, and horn.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.11 Back-up Alarm: Factory installed. Yes \_\_\_ No \_\_\_
- 2.12 License Plate bracket on rear of unit. Yes \_\_\_ No \_\_\_
- 2.13 Slow moving vehicle sign installed. Yes \_\_\_ No \_\_\_

**Extendahoe – Mounted on Above Tractor:**

- 2.14 Extended digging depth, of at least 18'9" with 2' flat bottom.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.15 Swing Arc – of at least 180 degrees. Yes \_\_\_ No \_\_\_
- 2.16 Lifting Capacity: Boom lift at ground level extended, at least 2030 pounds.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- Dipper lift at plus 12' is at least 3080 pounds, extended.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.17 Digging Force: Bucket power dig, retracted of at least 12,800 lbs.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.18 Crowd digging force extended of at least 5980 lbs.  
Yes \_\_\_\_\_ No \_\_\_\_\_
- 2.19 Reach from center of swing point of at least 22', extended.  
Yes \_\_\_\_\_ No \_\_\_\_\_

- 2.20 Truck loading height extended of at least 13'9".  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.21 Backhoe Bucket Rotation minimum 180 degrees.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.22 Stabilizer Pads: Rubber Street pads. Yes:\_\_\_No\_\_\_ \_\_\_\_\_
- 2.23 Backhoe bucket width: at least 24" high capacity.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.24 Backhoe control method: Two-lever control.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.25 Accept the use of a Hydraulic Hammer Attachment. Supplied by the City of Victoria, Hammer pin size on front hole is 1.750 inches and the rear pin hole size is 1.954 inches and both approximately 15½ inches long. Installed quick connect/disconnect fittings on backhoe boom to match existing City of Victoria fittings (Parker #FF-752- 12FOMale) installed on the left side as viewed from the rear of the machine. (Parker #FF-751-12FO Female) installed on the right side of boom also as viewed from the rear of the machine. This will include any pins and bushings that may be needed to properly attach hammer to backhoe. Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.26 Backhoe must have a hydraulic oil cooler.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.27 Backhoe auxiliary hydraulics set up to operate a hydraulic hammer attachment, flow 17 to 28 gpm. Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_

**Loader – Mounted on above Tractor**

- 2.28 Capacity: Lift capacity, full height at least 6,450 lbs., 1.25 cubic yard bucket.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.29 Rollback at Ground level: at least 40 degrees.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.30 Breakout force: Bucket at least 10,200 lb.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.31 Bucket hinge pin fully raised – at least 10'10".  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.32 Dump clearance at full height, 45° dump, at least 8'4".  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_
- 2.33 SAE Heaped Capacity, 1.25 cu yd. bucket with a bolt on reversible wear blade.  
Yes\_\_\_\_\_ No\_\_\_\_\_ \_\_\_\_\_

**2.34** Two Operator's Manuals, one Parts Manual and one Service Manual or CD's to be supplied. Dealer may provide the web site address for service diagnosis and repair software in place of the Service Manual or CD's. Ten percent of total cost will be withheld if Manuals, CD's, Software and Web Access are not furnished.

Yes\_\_\_\_\_No\_\_\_\_\_

**2.35** Bidder will provide dealer/factory training for operators and preventive maintenance personnel to comply with contract. Yes\_\_\_No\_\_\_

**2.36** A Copy of the Manufacturer's Specifications shall be included with the bid.

Yes\_\_\_\_\_No\_\_\_\_\_

**2.37** A Copy of the Manufacturer's Preventive Maintenance Schedule out to 5000 hours shall be included with the bid. All filters and lubricants shall have part numbers and pricing included for each preventative maintenance schedule per manufacturer.

Yes\_\_\_\_\_No\_\_\_\_\_

**3.0 OPTION:**

3.1 Guaranteed Life Cycle Maintenance and Guaranteed Re-Purchase Obligation  
See Attachment "A".

**4.0 WARRANTY**

State Warranty and attach to bid.

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**5.0 DELIVERY:**

Specify the number of days, from receipt of order, to delivery. \_\_\_\_\_

FOB

City of Victoria, Fleet Services

1102 E. North St.

Victoria, Texas 77901

**6.0 BIDDER INFORMATION:**

Firm Name:\_\_\_\_\_

Address:\_\_\_\_\_

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

Fax Number:\_\_\_\_\_

E-Mail address:\_\_\_\_\_

Signature of Authorized  
Representative:\_\_\_\_\_

Print Name:\_\_\_\_\_

**ATTACHMENT "A"**

**CONDITIONS FOR AGREEMENT OF**

**GUARANTEED LIFE CYCLE MAINTENANCE WARRANTY**

**AND**

**GUARANTEED RE-PURCHASE OBLIGATION**

**1. WARRANTY**

Vendor will guarantee life cycle maintenance for a period of five years from date of delivery and acceptance or 5,000 hours of operation, whichever occurs first. Guaranteed life cycle maintenance shall include all costs associated with manufacture's recommended preventative maintenance schedules. State length and condition of your warranty on the Year Model 2010 Tractor-Loader/Backhoe with Extendahoe as per City of Victoria Bid Specifications

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**2. TERMS**

- 2.1 These costs will include all parts, freight, labor, transporting to and from user job site, or mileage for field maintenance of manufactured recommended preventative maintenance schedules. These costs will include all filters, oils, lubrication oils, hydraulic, transmission differential that are required change intervals of manufactured recommended preventive maintenance for the five years or 5,000 hours. Any machine oil sampling costs will also be included in the guaranteed life cycle maintenance agreement bidder is proposing.
- 2.2 All guaranteed life cycle maintenance shall be performed by the bidder. If the equipment scheduled maintenance is not completed within two working days of the date the equipment was scheduled, the bidder will furnish the buyer, cost free, a similar piece of equipment for use until maintenance is completed. The bidder will be responsible for the transportation of the loaner machine. The bidder will supply a complete life cycle preventative maintenance schedule as per manufacture's recommendations, including hours and/or days per task.
- 2.3 Payment to the bidder for guaranteed life cycle maintenance shall be incorporated with the purchase price. The City of Victoria has the right not to accept the proposed life cycle maintenance agreement.
- 2.4 Any repairs needed on this machine found during regular scheduled preventative maintenance by the bidder, which are not covered under the life cycle preventative maintenance agreement, shall be reported in writing to the City of Victoria Fleet Administrator with a parts and labor estimate. The City of Victoria Fleet Administrator will schedule the repair work with the most advantageous qualified quote.
- 2.5 Glass, fan belts, cutting edges, tires, fuel, anti-freeze, stabilizer pads and other such items consumed in day-to-day operations are not considered life cycle maintenance and shall be the responsibility of the City. Damage resulting from fire, windstorm, flood, rising water, theft,

vandalism, abuse and neglect are not included in the life cycle maintenance as well as the cost to investigate complaints unless the problem is caused by a defect in material or workmanship.

**3.0 GUARANTEED RE-PURCHASE PRICE**

The guaranteed re-purchase price stated on the bid sheet is the amount that the bidder will pay the buyer, for the equipment after five years or 5,000 hours of operation, whichever comes first. The Buyer will have 30 days at the end of the specified period to accept this re-purchase or the contract will be terminated and the buyer may then use or dispose of the equipment in any manner they desire. If the buyer disposes of the equipment, rents, leases or sells it before the specified time, the obligation of the bidder is ended. To take advantage of this guaranteed re-purchase price the City must provide the machine in good and safe operating condition, with 50% or better tread life on the tires.

**4.0 NAME OF PROVIDER OF WARRANTY SERVICE AND RE-PURCHASE OF EQUIPMENT**

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone Number:

Service Department: \_\_\_\_\_

Parts Department: \_\_\_\_\_

Sales Department: \_\_\_\_\_

Signature of

Authorized Representative: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

# CITY OF VICTORIA, TEXAS INVITATION TO BID AND BID QUOTATION FORM

THIS DOES NOT REPRESENT AN ORDER FOR A PURCHASE BY THE CITY OF VICTORIA

## USE THIS FORM IN SUBMITTING ALL BIDS

BIDDERS NAME & CONTACT INFORMATION   (INCLUDE FULL LEGAL NAME {OR EXACT CORPORATE NAME} & TRADE NAME, ADDRESS PHONE NUMBER & FAX NUMBER AND E-MAIL ADDRESS {IF AVAILABLE})	SHOW THIS INFORMATION ON THE FACE OF THE ENVELOPE	DATE: August 17, 2009      QUOTATION No.: 90209-S-1  REQUEST FOR: <b>THREE YEAR MODEL 2010 OADER/BACKHOES WITH EXTENDAHOE</b>  SEALED BIDS WILL BE RECEIVED UNTIL 1:30P.M. ON WEDNESDAY, SEPTEMBER 2, 2009 AT THE CITY OF VICTORIA PURCHASING DEPARTMENT, 1201 E. PINE STREET, VICTORIA, TEXAS 77901. AFTER 1:30P.M. ALL BIDS SHALL BE DELIVERED TO 700 MAIN CENTER, 702 N. MAIN STREET, SUITE 204, VICTORIA, TEXAS 77901. <b>BIDS WILL BE OPENED AND PUBLICLY READ ALOUD AT 2:00P.M. ON WEDNESDAY, SEPTEMBER 2, 2009 AT 700 MAIN CENTER, 702 N. MAIN STREET, VICTORIA, TEXAS 77901.</b>  LANA SCHULTZ 361-485-3170 PHONE
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ITEM	QTY	DESCRIPTION	UNIT PRICE	AMOUNT
1	3	Year Model 2010 Loader/Backhoe with Extendahoe as per City of Victoria Bid Specifications Make: _____ Model: _____	Each	\$
		<b>OPTION:</b>		
2	1	Guaranteed Life Cycle Maintenance Yes ( )      No ( )		
3	1	Additional Cost to City		\$
4	1	Guaranteed Re-Purchase Price		\$
<b>TOTAL BID</b>				<b>\$</b>
<b>ALL TAXES TO BE EXCLUDED FROM BID</b>			<b>PRICES TO BE QUOTED F.O.B. VICTORIA, TEXAS</b>	

**DELIVERY IN \_\_\_\_\_ DAYS FROM RECEIPT OF ORDER.**

**Note:**

By submitting the above and signing below, the signer agrees that acceptance of any or all quotations by the governmental unit that posted the bid constitutes a contract in accordance with the Invitation to Bid and Bid Quotation Form, General Conditions, Technical Specifications and other contract documents that accompanies the request for bid or were available for examination by bidders with respect to this item. Including provisions as to indemnification that may be included therein.

The City of Victoria reserves the right to reject any and/or all bids and to waive any and/or all formalities and to award purchase on individual item basis.

Acceptance of the successful bid shall obligate the bidder to provide up to the amount bid at the bid terms and conditions stated herein. Acceptance of the successful bid shall only obligate the City to purchase some of the item from that bidder.

The City reserves the right to require any successful bidder to enter a separate written contract containing the terms herein and other reasonable conditions.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date