



Invitation to Bid – Mini Excavator
April 30, 2015
Solicitation # 431-0415-33

Sealed bids, subject to the specifications and conditions contained herein and attached hereto, will be received in the City Manager's Office, City Hall, until, but no later than **2:00 P.M.CST , May 19, 2015**, and then publicly opened and read aloud for Mini Excavator .

If you are an individual with a disability and require a reasonable accommodation or have additional questions regarding this invitation, please notify the Assistant Finance Director, Danny King at (931) 560-1580.

No bid may be withdrawn after the scheduled closing time for receipt of bids for ninety (90) calendar days.

Bid Instructions:

To be considered, you must submit the following:

1. A completed bid sheet(s) as provided with this invitation and a copy of the specifications indicating either **Yes** , the unit bid meets minimum specifications or **No** , the unit does not meet minimum specifications.
2. Vendors must have on file a current copy of the City of Columbia vendor application. Vendors may apply online at <http://www.vendorregistry.com/columbia-tn-vendor-registration> or you may request a form by calling 931-560-1580.
3. Warranty Information on the excavator and its major components as may be applicable.
4. Other items as may be required herein
5. All forms must be signed by someone with the authority to bind the bidder.

All bid documents shall be returned to:

Purchasing Agent, City Hall, 700 North Garden St., Columbia, TN 38401.

Mark outside of envelope with Invitation to Mini Excavator and opening date of bid, 05/19/2015.

Time is of the essence and any bid received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. The time of receipt shall be determined by the City Manager's Office. Bidders are responsible for ensuring that their bids are stamped by City Manager's Office personnel before the deadline indicated. Late bids received will be so noted in the bid file and the bid will be returned unopened. Faxed bids will not be accepted.

Nothing herein is intended to exclude any responsible vendor, his product or service or in any way restrain or restrict competition. On the contrary, all responsible vendors are encouraged to bid and their bids are solicited. The City of Columbia is compliant with Title VI of the 1964 Civil Rights Act and as a result does not discriminate on the grounds of race, color or national origin nor does it excluded from participation in, or denies the benefit of any program or activity receiving federal financial assistance.

SCOPE

The City of Columbia is seeking bids for the purchase of new mini excavator. The excavator will be used by the public works department on a variety of jobs within the City to include but not limited to street and drainage repairs. To be considered the excavator must minimally meet specifications contained herein but may exceed those minimums.

GENERAL CONDITIONS - General conditions are applicable to all purchases made by the City unless specifically amended by other terms and conditions of this invitation.

- a. **Acceptance of Bids:** The City of Columbia reserves the right to reject any and all bids, to waive any informal technicalities or defects, the scope and nature of which it shall be the sole judge, in any bid, insofar as such technicality or defects do not legally, materially or substantially change such bid. The said City, unless otherwise specified by the bidder, reserves the right to accept any item on bid.

If the bidder fails to state the time within which a bid must be accepted, it is understood and agreed that said City shall have ninety (90) days from bid opening date in which to accept bid.

- b. **Error in Bid:** In case of error in the extension prices in the bid, the unit price governs. No bid shall be altered, amended or withdraw, unless the acceptance date has expired, after the opening date of bids. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal of the bid after it has been opened.
- c. **Discount Period:** Time in connection with discount offered will be computed from the date of delivery, or from the date correct invoices are received, whichever date is later. Discount other than "Time Discounts" shall be shown on the face of the proposal sheet under "Terms".
- d. **Sample of Materials:** Samples of items, when requested, must be furnished free of expense to the City, at the time bids are opened or later if such are called for after the bids have been opened, and if such samples are not destroyed in the process of sampling, they will be returned at the bidder's expense.
- e. **Signatures on Bids:** Each bid must contain the full name and business address of the bidder. Any person signing a proposal sheet for himself or as agent, employee or officer of another must show his title and, if requested by the City shall furnish proof of his authority to make such proposal.
- f. **Alternate Bids:** Alternate bids will be considered provided such items meet specifications. Where equivalent items are bid upon, said City reserves the sole right in determining whether they meet specifications.
- g. **Bid Sheets:** Bidders shall use the bid sheet(s) furnished by the City. Failure to submit this sheet as required may render the bid invalid. Bid sheets must contain prices on per unit and aggregate basis and the total amount of the bid must be stated on the bid sheet.
- h. **Federal or State Sales, Excise or Use Tax:** Every bid shall separately state and set forth, therein the amount of any and all Federal and State sales, excise or use taxes included in the bid prices. If any such taxes are included in the prices bid, the City reserves the right in making the award to deduct any amount of such taxes thereof. Where labor is required, the bidder shall state separately the amount of labor and materials.
- i. **Delivery:** The number of calendar days in which delivery will be made after contract is executed and purchase order placed shall be stated in the bid. When the bidder states no time delivery, it is understood and agreed that delivery is to be made within fifteen (15) days after receipt of order, unless otherwise stated in the specifications.
- j. **Compliance:** Contractor shall abide by all federal, state and local laws and statues and obtain all permits required in item o of these conditions.
- k. **Specifications:** It is understood that reference to attached specifications shall be sufficient to make the terms of such specifications binding on the contractor. In some instances, the name of the manufacturer, a special brand, or make of an item is used in describing the item or items

desired; but this does not restrict the bidder to that manufacturer or specific article, this means being used simply to indicate the character or quality of the article or service desired; but the articles or service on which the proposal are submitted must be equal to that specified, and a statement to that effect shall be made a part of the proposal. Where conflict occurs between the requirement or the General Conditions and the specifications, the requirements of the specifications will govern.

- l. **Inspection:** Final inspection and acceptance or rejection will be made at the time of delivery, but all products and workmanship shall be subject to inspection and test at all times and places. The right is reserved to reject articles that contain defective material and workmanship. Rejected materials shall be removed by and at the expense of the contractor promptly after notification of rejection. The City shall not be obligated to pay the full price for any items that do not meet specifications; however, payment may be made at a proper reduction in price.
- m. **Bid Opening:** Bids may be mailed or delivered to the Purchasing Agent in the City Manager's Office of the City of Columbia, Tennessee. All bids will be opened and publicly read at a time specified on the Bid Sheet. Bids received after the specified time for opening, as shown on the invitation to bid, will not be accepted.
- n. **Cancellation:** The City reserves the right to cancel an accepted bid or contract in whole or in part due to nonperformance or defective products.
- o. **Permit Requirements:** Successful bidder will be responsible for securing any necessary permits for complying with all required inspections whether local state or federal.
- p. **Multi-Year Contracts:** The City reserves the right to enter into multi-year contracts and further has the right to terminate multi-year contracts due to non-appropriation of funds.
- q. **Financial Statements:** Financial statements will be submitted upon request.
- r. **Term of Payment:** Payment will be made in full after the satisfactory receipt of goods, materials, supplies, and equipment. Payment will be made in full upon satisfactory completion of all contractual services, public improvements and/or construction. Executed contracts must specifically state if there is any partial payment or other deviation from this method of payment.
- s. **Complaints – Vendors**

Vendors shall have the right to present a complaint, dispute or grievance concerning unfair treatment, contracts, deliveries, payments, restrictions, and other incidents. The following steps are intended to provide uniform procedures for a vendor to express a problem and obtain remedy.

- a. Step One - Vendor must file a grievance with the Purchasing Agent for the City of Columbia no later than seven (7) calendar days after the occurrence of the dispute or incident. The complaint must be in writing and include all supporting data and desired solution or remedy. The Purchasing Agent will review the complaint with the user department and provide a written reply within forty-five (45) days to the vendor.
- b. Step Two – If the vendor is not satisfied with the Purchasing Agent's response, the vendor may appeal in writing to the City Manager, who shall with the advice of the Purchasing Agent and/or City Attorney, make a written determination to all parties involved. The City Manager's decision shall be final.

SPECIAL CONDITIONS

1. The excavator shall upon delivery have a full supply of all oils, lubricants and fuel and shall be fully operational when delivered.
2. Bidder shall furnish along with the bid the locations and hours of operations of nearest service center for warranty and other service as may be required.
3. At the time of delivery, equipment must meet or exceed all federal, state and local safety and emission standards.
4. All operator manuals and maintenance manuals shall be supplied to the City when the excavator is delivered.
5. Delivery of the equipment within 30 days of the bid award.

INSURANCE

The awarded vendor, ***if required by the City***, shall purchase and maintain in force, at his own expense, such insurance as will protect him and the City from claims which may arise out of or result from the vendor's execution of the work, whether such execution be by himself, his employees, agents, subcontractors, or by anyone for whose acts any of them may be liable. The insurance coverage shall be such as to fully protect the Owner, the City and the general public from any and all claims for injury and damage resulting by any actions on the part of the contractor or his forces as enumerated above. The awarded vendor shall furnish a copy of an original Certificate of Insurance, naming City of Columbia as an additional insured . Should any of the policies be cancelled before the expiration date, the issuing company will mail 30 days written notice to the certificate holder. The vendor shall furnish insurance in satisfactory limits, and on forms and of companies that are acceptable to the City of Columbia and shall require and show evidence of insurance coverage on behalf of any subcontractors (if applicable), before entering into any agreement to sublet any part of the work to be done as a result of an award.

The following insurance requirements are the minimum that will be acceptable:

1. Worker's Compensation Insurance – State statutory limits.
2. Commercial General Liability - Including products and completed operations coverage and contractual liability on the amount of \$500,000 CSL (combined single limit).

Commercial Automobile Liability including owned, non-owned and hired car in the amount of \$100,000 CSL.

TRAINING

Bidder shall provide at least six (6) hours of on- site training to City personnel on the proper operation and maintenance of the unit. The City will determine if a lesser amount of time is needed for training. Cost of the training shall be incorporated into the bid price and shall not be billed separately.

LAWS, TAXES

Bidders shall comply with all applicable local, State and Federal laws. The awarded vendor is further responsible for all taxes including employment taxes associated with providing goods or services under any resulting award.

Bid Award – The following considerations will be part of any award.

1. Responsiveness to specifications – Minor variances to specifications will be considered provided they do not materially affect the intended use of the equipment or place other vendors at a competitive cost disadvantage.
2. Cost – Awards are made to the lowest responsive, responsible bidder
3. Anticipated date of bid award – June 11, 2015
4. Warranty and Service Location

RESTRICTIVE OR AMBIGUOUS SPECIFICATION

It is the responsibility of the prospective bidder to review the entire Invitation to Bid and notify the Purchasing Agent if the specifications are formulated in a manner that would unnecessarily restrict competition or are worded in such a manner as to be ambiguous. Such notification must be received by the Purchasing Agent no later than 3:30 p.m CDT on Wednesday , May 13, 2015.

SPECIFICATIONS AND REQUIREMENTS – Mini Excavator , Solicitation # 431-0415-33

Basic Operations

- Y___ N___ Net horsepower shall be at least 40 hp
- Y___ N___ The machine shall be compact radius in design with no more than 4" of the rear of the machine hanging over the tracks when swinging.
- Y___ N___ Operating weight with the cab option shall be at least 11,000 lb
- Y___ N___ Lift capacity without bucket fitted, blade down, and long stick shall be no less than 2,700 lbs at a reach of 14'9" over the front and no less than 1,400 lbs at 14'9" over the side.
- Y___ N___ Maximum digging depth with a long stick shall be at least 12'
- Y___ N___ Maximum reach with a long stick shall be at least 19'
- Y___ N___ Transport width shall not exceed 78" with 16" tracks

Engine

- Y___ N___ Engine shall meet US EPA Tier 4 emission requirements
- Y___ N___ Machine shall be water cooled, 4 stroke, 4 cylinder diesel engine
- Y___ N___ Engine shall have automatic engine idle that automatically lowers engine rpms when machine is not in use to save fuel
- Y___ N___ Electrical system voltage shall be 12 volt
- Y___ N___ Machine shall have a minimum 52 amp maintenance free battery
- Y___ N___ Alternator shall not be rated at less than 50 amps
- Y___ N___ The machine's electrical system shall incorporate a resettable 'circuit breaker' switch
- Y___ N___ All wire harnesses shall be encased in nylon mesh bindings
- Y___ N___ Machine shall have sealed electrical connectors
- Y___ N___ The cooling system fan shall incorporate a guard
- Y___ N___ Water separator in fuel line shall be factory installed standard equipment
- Y___ N___ A factory installed high-ambient temperature cooling package
- Y___ N___ The air cleaner shall incorporate both primary and secondary safety elements

Power train and Transmission

- Y___ N___ Travel speed shall be at least 1.7 mph in low and 2.7 mph in high
- Y___ N___ Traction force shall be at least 10,000 ft lbs in low and 5,400 ft lbs in high
- Y___ N___ Auto two speed sensing

Hydraulic System

- Y___ N___ Machine shall have one variable displacement piston pump with an output of 39.6 gal/min at 2400 rpm
- Y___ N___ Equipment operating pressure shall be at least 3500 psi
- Y___ N___ Swing pressure shall be at least 3100 psi
- Y___ N___ Primary circuit shall have an output of at least 21 gal/min
- Y___ N___ Secondary circuit shall have an output of at least 6.5 gal/min
- Y___ N___ An accumulator shall be provided to allow the boom and stick to be lowered to the ground in the case of a dead engine. Also to allow depressurization of hydraulic system in ordered to attach work tools.
- Y___ N___ All fittings shall be of the O Ring Face Seal type for sealing against leaks
- Y___ N___ The boom cylinder circuit shall be fitted with a 'boom drift reduction valve'
- Y___ N___ Factory installed combined function (one-way/two-way) auxiliary high pressure hydraulic circuit shall be standard
- Y___ N___ Factory installed hydraulics to operate the swivel coupler and thumb attachment
- Y___ N___ The bucket service shall have a relief valve fitted to protect the cylinder against shock loading
- Y___ N___ The machine shall have a confluence valve fitted to maintain straight line travel during operation of other components
- Y___ N___ The machines travel and throttle functions shall be pilot controlled
- Y___ N___ End damping on both Boom and Stick cylinders shall help avoid spoil loss when loading at height and reduce shock loading
- Y___ N___ Machine shall have a load sensing, flow sharing, variable margin displacement piston pump system

Y___ N___ Auxiliary hydraulic valve shall be standard with standard hydraulic quick disconnects on the stick

Undercarriage

Y___ N___ Track length shall be a minimum of 102"

Y___ N___ Overall track width shall not exceed 78"

Y___ N___ Track shoe width shall be 16" Rubber Belt with Rubber Pads

Y___ N___ Maximum drawbar pull shall not be less than 10,000 lbs

Operator's Station

Y___ N___ A monitor system which includes...As standard - machine security system(operator code), diagnostics, electronic pattern changer, primary and secondary aux flow adjust, hydraulic thumb/swivel control, ECO mode, auto idle and continuous flow.

Y___ N___ Machine shall have 100% pilot controls. All excavator services, machine travel, and dozer shall be pilot operated

Y___ N___ Continuous flow must be able to be activated with flow in either direction and at any flow rate

Y___ N___ Machine must have adjustable auxiliary flow control for better controllability of attachments

Y___ N___ Pump flow shall decrease (auto-idle) when controls are in neutral

Y___ N___ A pattern control changer shall be available

Y___ N___ Proportional auxiliary control and proportional boom swing control shall be on the joystick

Y___ N___ All controls shall be isolated when the control consoles are raised for entrance or exit of the operator station

Y___ N___ The machine shall not be able to start when any of the controls are 'live'

Y___ N___ The upper body swing lock shall be automatically applied upon centering of the joystick

Y___ N___ Machine shall have the windshield wiper mounted in such a way that the wires do not have to be disconnected when the windshield is raised

Y___ N___ The rear window shall be able to be removed for escape in case of emergency

Y___ N___ Lower front window shall be able to be stowed overhead, inside the cab for maximum visibility

Y___ N___ The cab door shall be capable of latching back in the open position

Y___ N___ The cab shall have a polycarbonate skylight for visibility when loading at height

Y___ N___ A suspension seat shall be standard with a high back/head rest

Y___ N___ Operator sound pressure level shall not exceed 82 dB

Y___ N___ Travel alarm shall be standard

Y___ N___ Heater shall have variable heat settings

Y___ N___ Machine shall have multi function capability of boom swing and upper body swing for extra machine versatility in tight areas

Y___ N___ Air conditioning shall be available

Y___ N___ Boom swing and upper body swing shall be able to be operated simultaneously to maximize machine versatility and productivity

Y___ N___ Cab air conditioner shall have a primary filter that can be removed for inspection without any tools

Y___ N___ Machine shall have a retractable seat belt as standard

Y___ N___ Cab shall have a beverage holder

Y___ N___ A 12 volt, 5 amp power supply with a cigar lighter type outlet

Y___ N___ Machine Security System utilizing operator code before starting

Y___ N___ Display screen for monitor machine systems

Boom & Stick

Y___ N___ Digging force with a long stick shall be at least 4,750 lbs

Y___ N___ Bucket digging force shall be at least 10,000 lbs

Y___ N___ Bucket rotation angle shall be a minimum of 204 degrees

Y___ N___ Stick will be fitted with a dedicated, rated lifting eye for safe craning

Y___ N___ Stick will come factory standard "Thumb Ready"

Blade

Y___ N___ Blade width shall be at least 78"

Y___ N___ Blade height shall be at least 14.5"

Y___ N___ Blade dig depth shall be at least 21.5"

Y___ N___ Machine shall have a power angle blade

Y___ N___ Blade float option shall be included

Swing System

Y___ N___ Swing speed shall be 10 rpm

Y___ N___ Left boom swing shall be at least 80 degrees

Y___ N___ Right boom swing shall be at least 50 degrees

Y___ N___ Machine shall have a spring applied, hydraulic release automatic swing break

Optional Work Tools

Y___ N___ 18" heavy duty bucket w/ pins, 36" heavy bucket w/ pins, and a minimum 48" width ditching bucket w/ pins (all compatible with swiveling attachment)

Y___ N___ Hydraulic dual lock pin grabber tilting coupler

Y___ N___ Full rotation hydraulic thumb

Y___ N___ Coupler must offer the option to turn the bucket around in front shovel positioning providing the advantage of digging under obstacles

Y___ N___ Exterior work lights providing full illumination within the working area

Serviceability

Y___ N___ Track rollers and carrier rollers shall be lifetime lubricated for increased service life

Y___ N___ Hoods, compartments, fuel filler cap and the machine ignition shall be operated by a single key

Y___ N___ Both the boom and dozer cylinder rods shall have a guard or cover to prevent damage

Y___ N___ One maintenance-free battery shall be provided

Y___ N___ Fuse box shall be accessible without tools

Y___ N___ An electronic priming fuel pump shall be standard

Y___ N___ SOS points and pressure test points shall be standard

Y___ N___ Side cover shall provide access to main implement valve

Minimum Capacities

Y___ N___ Fuel tank capacity shall be a minimum of 16 gal

Y___ N___ Cooling system capacity shall be a minimum of 2.5 gal with long life coolant , minimum life 3000 hours or three years and rate to 36° F

Y___ N___ Engine oil capacity shall be a minimum of 2.5 gal

Y___ N___ Hydraulic tank capacity shall be a minimum of 18 gal

Y___ N___ Hydraulic system shall not hold less than 20.5 gal

Warranty

Y___ N___ 1 year full coverage warranty

Y___ N___ 3 year, 3,000 hour power train warranty

Y___ N___ Engine oil and filter shall have a recommended change interval of 500 hours

Delivery

Y___ N___ Within 30 days of a bid award

Bid Sheet - City of Columbia
Invitation to Bid – Mini Excavator
Solicitation # 431-0415-33

| Items Bid | Make | Model | Bid | Delivery Days After Receipt of Order |
|--|------|-------|-----|--|
| Mini Excavator | | | | |
| 18 inch heavy duty bucket with pins | | | | |
| 36 inch heavy duty bucket with pins | | | | |
| Ditching bucket with pins | | | | |
| Full rotation hydraulic thumb | | | | |
| Hydraulic dual lock pin grabber tilting coupler | | | | |
| Work Lights | | | | |

Nearest Location for service and parts manned by factory trained service personnel: _____

In compliance with this Invitation for Bid for a Mini Excavator, Solicitation 431-0415-33 and subject to all conditions thereof unless further amended in writing and attached hereto, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price listed above..

My signature below certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under the Laws of the State of Tennessee or the United States. Furthermore, I understand that fraudulent and collusive bidding is a crime and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

Vendor Name: _____

Signature: _____

Title: _____ Date : _____

City of Columbia Statement of No Bid

ITB #431-0415-33

If bidder is not bidding on the items, goods and/or services as stated in this ITB, please complete and return this form to:

City of Columbia Tennessee, Purchasing Department, 700 North Garden St , Columbia Tennessee 38401.

NAME OF FIRM: _____

ADDRESS: _____

SIGNATURE: _____

TELEPHONE: _____ DATE: _____

The above has declined to submit a bid response for the following reason(s) [please check all that apply]:

_____ Specifications too "restrictive", i.e., goods offered by our company do not meet stated specifications.

_____ Specifications unclear (please explain below).

_____ We do not offer this commodity and/or service or an equivalent.

_____ insufficient time to respond to the ITB.

_____ Our schedule would not permit us to perform.

_____ Cannot meet insurance requirements.

Remarks: _____
