



## INVITATION FOR SEALED BID

### TAC 205A

Description: TOOLS/HARDWARE  
Department: CITY OF TULSA

NIGP Commodity Code(s): 445-00-00-000-0  
450-00-00-000-0

Total pages including this page is 15

**NOTE: FAXED BID WILL NOT BE ACCEPTED**

**Important Instruction – Read Carefully:**

If you have obtained these bid specifications from either of:  
City of Tulsa's Fax-on-Demand (918-596-1171) or  
City of Tulsa's Website : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)

you must notify the buyer Darlene Donica of your intent to bid by e-mail [ddonica@ci.tulsa.ok.us](mailto:ddonica@ci.tulsa.ok.us) in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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**Pay special attention to those pages with a reference to the following notes:**

**Note #1: Signature of authorized agent required**

**Note #2: Signature of an authorized agent and notarized required**

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**Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.**

**INVITATION FOR SEALED BIDS  
TO  
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower  
left outside corner of bid envelopes and all related containers.

**DATE OF OPENING:**    March 14, 2002

**BID NUMBER:**    TAC 205A

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: February 11, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\* **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** \*\*\*\*\*

Delivery will be made in not more than \_\_\_\_\_ days after receipt of order.

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

City of Tulsa may increase quantity of order at the unit price bid for \_\_\_\_\_ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_  
Signature

STREET \_\_\_\_\_ TITLE \_\_\_\_\_

CITY STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_ PHONE NUMBER \_\_\_\_\_ DATE \_\_\_\_\_

## GENERAL TERMS AND CONDITIONS OF BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

### NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.



# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says  
**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

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

**CONTRACTOR/BIDDER INFORMATION SHEET**  
**To be completed by all Bidders**  
**For Contracts with the City of Tulsa**  
**(Please print or type)**

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

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

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

## TAC 205A

**BIDDING INSTRUCTIONS:**

Bidders shall specify the Price List No. and effective date in the space provided. Bidders shall also indicate if the majority of items bid are carried in stock by placing an (x) in the space provided. Failure to provide this information shall result in that item not being considered in the award process.

If a line is being “no-bid”, please indicate by placing the symbol “N/B” in the first column. Lines being offered as net or no discount shall be noted by placing “O” in the discount column.

	<u>Manufacturer/ BRAND</u>	<u>MFG 'S SUGGESTED PRICE LIST No  AND EFFECTIVE DATES</u>	<u>PRICE LIST LESS DISCOUNT</u>	<u>(CHECK ONE)</u>  <u>STOCK Non- STOCK</u>	<u>DELIVERY (WORKING DAYS)</u>
1.	AMERICAN TOOL (VISE GRIP, PROSNIP, UNIBIT)				
2.	ARROW				
3.	BLACK & DECKER				
4.	BOSCH POWER TOOLS				
5.	CHANNELLOCK				
6.	CHESCO				
7.	CHICAGO PNEUMATIC				
8.	CRESCENT				
9.	DEWALT				
10.	EAGLE MFG				
11.	EMPIRE LEVELS				
12.	EVEREADY				
13.	GOLDBLATT TOOLS				
14.	GOTT-RUBBERMAID				
15.	HILTI, INC.				
16.	IGLOO				

	<u>MANUFACTURER/ BRAND</u>	<u>MFG 'S SUGGESTED PRICE LIST No AND EFFECTIVE DATES</u>	<u>PRICE LIST LESS DISCOUNT</u>	<u>(CHECK ONE) STOCK NON- STOCK</u>	<u>DELIVERY (WORKING DAYS</u>
17.	INGERSOLL-RAND				
18.	IRWIN				
19.	JUSTRITE MFG.				
20.	KLEIN TOOLS				
21.	LOUISVILLE				
22.	LUBRIPLATE				
23.	LUFKIN				
24.	3M				
25.	MAKITA				
26.	MASTER LOCK				
27.	NICHOLSON				
28.	NUPLA				
29.	PROTO				
30.	RAY-O-VAC				
31.	RED DEVIL				
32.	RIDGID				
33.	RUST-OLEUM				
34.	SCOTCH				
35.	SPRAY-ON				
36.	STANLEY TOOL				
37.	STANLEY- BOSTITCH				
38.	UNION TOOL				
39.	VAUGHAN				
40.	WD-40				
41.	WELLER				
42.	WOODINGS- VERONA				
43.	REED				

Items listed are a sampling of products most used by the City of Tulsa and are listed for cost comparison. The City reserves the right to purchase other tools as needed from contracted vendor(s).

The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.

Although they will not be considered in the bid award, Bidders may offer additional product lines and discount schedules which shall be incorporated in any resulting contracts.



**TAC #205A**  
**HARDWARE, HAND TOOLS**  
**AND RELATED ITEMS**  
**CITY OF TULSA**

**INTENT:**

It is the intent of this bid invitation to obtain bid proposals for furnishing **Hardware, Hand Tools and Related Items** to the City of Tulsa.

**GENERAL SPECIFICATIONS:**

Bids will be accepted only from established supply companies that have warehousing capabilities and the ability to make delivery to various City of Tulsa locations.

Bidders must carry a complete stock of various items listed herein so that over the counter emergency purchases can be made on most common use items.

The award of contract shall be made by line item to the overall lowest and best bidder meeting the specifications. It is recognized that not all vendors may bid all of the items listed in the specifications. Vendors are encouraged to submit line item bids covering the product lines they specifically carry. The City of Tulsa reserves the right to award the contract by line item to single or multiple vendors. The City of Tulsa reserves the right to reject a bid, whereby the bidder has bid on an "all or none bid" basis. The City of Tulsa reserves the right to reject the lowest price line item bids, whereby the bidder has qualified their bid by stating a "Minimum Order Amount" for single or multiple line items bid.

**Any exceptions to or deviations from the specifications set forth in this bid shall be clearly described in the bidder's proposals necessary.**

**CONTRACT:**

The terms of the contract shall be for a period of one (1) year beginning May 1, 2002 after current contract has expired to and including April 30, 2003. The contract shall be renewable, with the consent of both parties, for three (3) successive one(1) year periods.

**ASSIGNMENT:**

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon written approval of the City of Tulsa.

## **BIDDER AFFIDAVITS:**

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

## **ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

## **DELIVERY:**

The supplier shall deliver each item **FOB Destination, Tulsa, Oklahoma, and to any and all points** located within the City's corporate limits.

## **PRICE ADJUSTMENT OPTION:**

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

## **QUANTITIES:**

The City of Tulsa does not guarantee any specific quantity or number of purchases that will be made during the contract period. If the vendor's prices cannot stay competitive with the outside market, the City reserves the right to purchase from outside suppliers or low bidder(s).

If requirements for any awarded items do not materialize, such failure shall not constitute grounds for equitable adjustment or additional compensation.

## **PURCHASE ORDERS, INVOICING AND PAYMENT:**

The City may issue both itemized and blanket type purchase orders for the various City agencies. The City agencies may also be purchasing with a Purchasing Card.

The contract holder shall furnish the user department one (1) copy of the itemized delivery ticket.

The original invoice is to be sent directly to the City of Tulsa Accounts Payable Division, 200 Civic Center, City Hall Building, 9th Floor, Tulsa, Oklahoma 74103.

## **INVOICES SHALL CONTAIN AS A MINIMUM, THE FOLLOWING INFORMATION:**

1. Using Agency and address
2. Purchase Order Number
3. Delivery Ticket Number (if not the same as invoice number)
4. Product description
5. Unit price of product(s)
6. Total price of invoice
7. Delivery or pick-up date
8. TAC number

Invoices for monthly blanket purchase orders are not to exceed the dollar amount shown on the purchase order.

## **AWARD OF BID:**

The bid shall be awarded to the firm(s) whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

### 406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
  - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
  - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;

- c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
- d. the quality of performance of previous contracts or services;
- e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
- f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
- g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
- i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
- j. the number and scope of conditions attached to the bid.
- k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

## **BID EVALUATION:**

### **Tie Bids:**

In the event that two or more bidders offer identical discounts from the same price list, award of that line will be made based on the following considerations, taken in order or precedence:

1. Preference will be given to the bidder who offers a manufacturers line as a "stocking" distributor as compared to a "non-stocking" distributor.
2. Preference will be given to the bidder who offers the largest discount for prompt payment of an invoice within ten (10) days of receipt of same.
3. Preference will be given to the bidder who offers the best delivery time stated in working days.

**PRICE LISTS/CATALOGUES:**

Bidders must furnish with their bid, one copy of all price lists they are bidding. Each is to be marked with the bidding firms' name and the TAC number. Failure to provide this information shall be cause for rejection of that line from consideration.

**We are requesting that all bidders submit three (3) copies plus original bid in their bid package.**