



INVITATION FOR SEALED BID

TAC 073

Description: AUTOMOTIVE BATTERIES

Department: EQUIPMENT MANAGEMENT

NIGP Commodity Code(s): 060-12-00-000-0

Total pages including this page is 15

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 : <http://www.cityoftulsapurchasing.org/>**

you must notify the buyer Patricia Cummings of your intent to bid by e-mail pcummings@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.

TABLE OF CONTENTS

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

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8-9
Specifications		10-14
Technical Specifications		15

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: **May 31, 2001**

BID NUMBER: **TAC 073**

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: **May 14, 15, 16, 17, 18, 2001**

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 OF AUTHORIZED AGENT

STREET _____

TITLE

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED 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 073 Automotive Batteries

<u>ITEM</u>	<u>B.C.I. GROUP</u>	<u>C.C.A.</u>	<u>BIDDER'S STOCK NUMBER</u>	<u>BIDDER'S BATTERY C.C.A.</u>	<u>COST PER MONTH</u>	<u>ESTIMATED QUANTITIES</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	26	440	_____	_____	\$ _____	16	\$ _____	\$ _____
2.	65	650	_____	_____	\$ _____	152	\$ _____	\$ _____
3.	70	525	_____	_____	\$ _____	60	\$ _____	\$ _____
4.	29NF40	350	_____	_____	\$ _____	3	\$ _____	\$ _____
5.	SP24	500	_____	_____	\$ _____	2	\$ _____	\$ _____
6.	22F	425	_____	_____	\$ _____	2	\$ _____	\$ _____
7.	GTR	235	_____	_____	\$ _____	10	\$ _____	\$ _____
8.	3460	650	_____	_____	\$ _____	4	\$ _____	\$ _____
9.	3EH	750	_____	_____	\$ _____	1	\$ _____	\$ _____
10.	62	380	_____	_____	\$ _____	2	\$ _____	\$ _____
11.	DC9	N/A	_____	_____	\$ _____	1	\$ _____	\$ _____
12.	GTH	235	_____	_____	\$ _____	3	\$ _____	\$ _____
13.	24M	625	_____	_____	\$ _____	2	\$ _____	\$ _____

14.	31E	950	_____	_____	\$_____	27	\$_____	\$_____
15.	31D	950	_____	_____	\$_____	99	\$_____	\$_____
16.	F3EE	360	_____	_____	\$_____	1	\$_____	\$_____
17.	25	490	_____	_____	\$_____	1	\$_____	\$_____
18.	50	600	_____	_____	\$_____	2	\$_____	\$_____

TOTAL \$_____

Manufacturer of Batteries: _____

A. Electrolyte in 1 gallon containers: \$ _____/gallon

B. Electrolyte in 5 gallon containers: \$ _____/gallon

Used Battery Purchase and Removal \$ _____ Price Per Unit

<u>CLASS</u>	<u>UNIT</u>	<u>CLASS</u>	<u>UNIT</u>
A-Auto	1 Unit	H – Group 8D	4 Units
B-Group 4 & 31	12	L&G – Lawn & Garden	2 Units
C – Group 4D	3 Units		

TAC #073
AUTOMOTIVE STORAGE BATTERIES
CITY OF TULSA

INTENT:

To secure sealed bids for the annual supply of **Automotive Storage Batteries** for the City of Tulsa on an annual basis.

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding. Inasmuch as some designs of equipment vary among different manufacturers, the City may accept bids on equipment with minor deviations to the written specifications. Generally, a minor deviation is defined as a deviation which does not: (A) Materially affect the ability of the product to achieve or accomplish a necessary function or task in the manner required by the specifications; (B) Compromise the safety of the user thereof; and, (C) Produce higher latent or patent costs to the City in any of a multiplicity of ways. The City of Tulsa specifically reserves the right to make the final judgment concerning what is or is not a minor deviation and to award the bidder(s) whose bid(s) best suit the City's need for the product being purchased.

GENERAL:

1. All batteries shall be new, unused, wet charged and ready for service and conform to the Battery Council International Specifications they shall be supplied in the various types and sizes as required by the City of Tulsa.
2. The successful bidder shall agree to maintain an adequate stock of batteries within the City of Tulsa. In the event the successful bidder is unable to supply batteries as requested, the City reserves the right to obtain said batteries elsewhere.
3. All batteries purchased under this contract shall be warranted for a minimum of twelve (12) months from purchase date on a non pro-rated basis and with a pro-rated minimum life expectancy of sixty (60) months, specialty batteries being the only exception. Replacement cost after the first twelve (12) months is to be determined by multiplying months of usage by cost per month.

USED BATTERIES:

The junk or spent batteries (cores) that are not replaceable under a warranty are to be purchased and removed. The batteries are to be recycled or properly disposed of. It will be the vendors responsibility to prepare the cores for legal transportation.

The cores are to be removed from City of Tulsa premises in three working days after notification.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

A. During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employees or applicant for employment because of race, religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.
- (2) The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
- (3) Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

B. The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

AMERICANS WITH DISABILITIES ACT:

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

PRICING AND DATA REQUIRED:

Prices shall be firm for the contract period. Prices bid shall be based on F.O.B. delivered to the various City of Tulsa departments.

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 increase or decrease requested including the formula used.

EVALUATION OF BID:

The City will use its high usage batteries as a basis for evaluating and awarding the bid.

CONTRACT AND BONDS:

The successful bidder(s) will be required to enter into contract with the City in accordance with Item 15 of the "Terms and Conditions" listed on the back side of "Invitation for Sealed Bids" page.

The term of the contract will be for one (1) year with a two (2) year renewal options, renewable annually with consent of both parties concerned.

INVOICES SHALL CONTAIN THE FOLLOWING INFORMATION:

1. Using agency and delivery address
2. Purchase Order Number
3. Delivery Ticket Number
4. Product Quantity and Description
5. Unit Price of Product
6. Total Price of Invoice
7. Delivery Date
8. Bid Number

AWARD OF BID:

The bid shall be awarded to the firm 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.

Terms and conditions shown on the reverse side of "Invitation for Sealed Bids" form TUL 435 apply to this transaction.

BIDDER'S AFFIDAVIT:

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.

RIGHT TO AUDIT:

Bidder fully understands that it is a condition of this bid to allow the City to audit for goods, services, materials and/or supplies provided to the City of Tulsa. Bidder agrees to provide timely access to its books and records on Bidder's premises upon reasonable request by City staff. Bidder further agrees that it shall provide City personnel reasonable access and such clerical assistance as City staff may require for examination and audit of those portions of Bidder's books and records relating to the goods, services, materials and/or supplies furnished to the City during the term of any contract between Bidder and City.

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.

TESTING AND INSPECTION:

Unless otherwise specified, the testing of batteries shall be in accordance with the latest test methods of the Association of American Battery Manufacturers. However, the City reserves the right to waive any portion(s) of the aforementioned tests.

Successful bidder(s) shall furnish, at no charge - to an authorized inspection of the City of Tulsa - complete facilities and equipment and services of qualified personnel for the performance of required tests. Tests shall be conducted at the place of manufacture or warehouse. Frequency of tests shall be at the option of the City of Tulsa. In the event that the batteries do not meet the specified tests, the cost shall be at the expense of the manufacturer.

TECHNICAL SPECIFICATIONS

1. This specification covers lead-acid type wet storage and dry charge batteries for starting, lighting and ignition services.
2. The types of batteries covered by this specification shall be as listed in AABM group number designations.
3. All materials used in the construction of these batteries shall conform to standards of the best commercial practice.
 - Lead oxide shall meet or exceed S.A.E. or ASTM standards.
 - No rebuilt or reconditioned batteries will be acceptable.
4. All wet batteries must be factory charged.
5. Containers and covers used in the construction of batteries shall conform to standards of the best commercial practices.
6. Packaging shall be in accordance with the best commercial practices.

Bidder shall submit a complete price list of all batteries available which shall include the following:

1. Group Number
2. S.A.E. Capacity Ratings (1) Cranking Amps, (2) Amps
3. Pro-Rata Service Adjustment (1) Months, (2) Cost/Month
4. City's Net Cost per Unit

Each bidder shall include with your bid, an interchange chart, showing comparison of vendor's catalog number with other AABM members brands.