



INVITATION FOR SEALED BID

TAC 077 (Re-Bid)

Description: Motor Oil, Lubricants and Grease

Department: Equipment Management Department

NIGP Commodity Code(s): 405-00-00-000-0

Total pages including this page is 14

Note: FAXING OF 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 : <http://www.cityoftulsapurchasing.org> you must notify the buyer Patricia Cummings of your intent to bid by e-mail at

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.

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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: June 21, 2001

BID NUMBER: TAC 077(Re-Bid)

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: June 11, 12, 13, 14, 15, 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 \$ None _____, 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: _____ Date: _____ Signature: _____

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 #077 (Re-Bid) MOTOR OILS, LUBRICANTS & GREASES CITY OF TULSA

Motor Oil, Single Grade, Heavy Duty Diesel/Gasoline.
API service SH/CE, CD-II, CD, CF-4. Minimum total
base #7 SAE 30.

Quart

Price Each \$ _____

Case Price \$ _____

55 Gallon Drum

Price Each \$ _____

Motor Oil, Multi-grade, Heavy Duty Diesel/Gasoline
API Service CG-4, CF-4, CF-2, CF, CD-11/SH, SG
minimum total base #7 SAE 15W40.

Quart

Price Each \$ _____

Case Price \$ _____

55 Gallon Drum

Price Each \$ _____

Motor Oil, Multi-grade Gasoline Engines and Light
Duty Diesel. API service SH/CD must be energy
conserving II SAE 10W30.

Quart

Price Each \$ _____

Case Price \$ _____

55 Gallon Drum

Price Each \$ _____

SAE 10W40

Price Each \$ _____

Case Price \$ _____

Quart

Price Each \$ _____

Case Price \$ _____

55 Gallon Drum

Price Each \$ _____

Hydraulic Oil, Anti-wear, ISO viscosity Grade 32, rust
and oxidation inhibited, minimum V.I.-90, minimum
1000 hours on ASTM-D-943, must meet Denison HF-0,
Vickers M-2950-S, Cincinnati Milacron P-68.

5 Gallon Can

Price Each \$ _____

55 Gallon Drum

Price Each \$ _____

Hydraulic Oil, Antiwear. ISO viscosity Grade 46, rust and oxidation inhibited, minimum V.I.-90, minimum 1000 hours on ASTM D-943, must meet Denison HF-O, Vickers M-2590-S, C incinnati Milacron P-68.

5 Gallon Can Price Each \$ _____

55 Gallon Drum Price Each \$ _____

Hydraulic Oil, Anti-wear, ISO Viscosity Grade 68 Ruse and Oxidation inhhibited, minimum V.I.-90, minimum 1000 hours on ASTM D-943, must meet Denison HF-O, Vickers M-2590-S, Cincinnati Milacron P69.

5 Gallon Can Price Each \$ _____

55 Gallon Drum Price Each \$ _____

Automatic Transmission Fluid. Meets latest requirements for transmissions manufactured by General Motors, Ford Motors and Chrysler Corporation as well as requirements for Allison C-3/C-4 Tort Converter Fluid Dexron III/Mercon and/or Ford type H.

Quart Price Each \$ _____

55 Gallon Drum Case Price \$ _____
Price Each \$ _____

Tractor Fluid, all purpose. Fluid shall be specially formulated to meet service requirements for tractors of various manufacturers where the use of a combination hydraulic/transmission fluid is specified. the base oil and additives shall be selected to result in a product that will comply with the following manufacturer's specifications: John Deere JDM J20C, Quatrol; Ford New Holland M2C86-B, M2C134-D; J1 Case MS1204, MS1205, MS1207; Massey Ferguson M1127A&B, M1129A; White Q-1766 GM/Allison C3/C4 Caterpillar To-2.

5 Gallon Can Price Each \$ _____

55 Gallon Drum Price Each \$ _____

Multi-purpose gear lubricant 80W-90.

5 Gallon Can Price Each \$ _____

16 Gallon Drum Price Each \$ _____

85W-140 5 Gallon Can Price Each \$ _____

16 Gallon Drum Price Each \$ _____

Synthetic Motor Oil may be added to this bid. Please indicate brand offered and pricing in commercial sizing. Technical data and MSDS will be required for evaluation purposes.

TAC #077 (Re-Bid)

BID EVALUATION PRICE PAGE

Annual Quantities shown are for bid evaluation purposes. The quantities are judged to be a fair representation of the annual usage. There is no guarantee that the indicated quantity will be purchased. The City reserves the right to adjust the usage up or down as requirements dictate.

<u>ITEM</u>	<u>PRICE/SIZE</u>	<u>/CONTAINER</u>	<u>X</u>	<u>ANNUAL</u> <u>USAGE</u>	<u>=</u>	<u>TOTAL</u>
1. SAE 30 Motor Oil/Diesel	\$_____/55 gal. drum		X	20 drums	=	\$_____
2. SAE 40 Motor Oil/Diesel	\$_____/55 gal.drums		X	10 drums	=	\$_____
3. 10W30 Motor Oil	\$_____/Quart		X	288 quarts	=	\$_____
4. 15W40 Diesel Oil	\$_____/55 gal.drums		X	250 drums	=	\$_____
5. Hydraulic Oil (ISO 32)	\$_____/55 gal.drums		X	100 drums	=	\$_____
6. Hydraulic Oil (ISO 46)	\$_____/55 gal.drums		X	20 drums	=	\$_____
7. Hydraulic Oil (ISO 68)	\$_____/55 gal. drum		X	4 drums	=	\$_____
8. Hydraulic Hoist Oil	\$_____/55 gal.drums		X	2 drums	=	\$_____
9. Automatic Trans Fluid (Dexron III)	\$____/55 gal.drums		X	100 drums	=	\$_____
10. Universal Tractor/ Transmission/Hydraulic Fluid	\$____/5 gal. Pail		X	180 Pails	=	\$_____
11. Type C3/C4 ATF	\$____/55 gal.drums		X	4 drums	=	\$_____
12. Rotellat-55 15W40	\$_____/55 gal. Drum		X	10 drums	=	\$_____
13. Antifreeze	\$_____/55 gal. Drum		X	20 drums	=	\$_____
14. TES-295 Transmission Fluid	\$_____/55 gal. Drum		X	10 drums	=	\$_____
TOTAL						\$_____

Vendor agrees to pick up and remove all empty used drums at time of delivery of product or at the request of the department: _____yes

_____no

Price per barrel for pick up and removal \$_____

TAC #077 (Re-Bid)
MOTOR OILS, LUBRICANTS & GREASES
CITY OF TULSA

INTENT:

To secure sealed bids for the annual supply of **Motor Oils, Lubricants and Greases** for the City of Tulsa, Oklahoma.

Bidders are to bid in accordance with the minimum specifications set forth in this bid.

BID PRICES:

Prices bid shall be firm for a minimum period of six (6) months, after such time the prices will be subject to escalation or descalation based on the current market for such and an agreement between both parties concerned. The contract holder must furnish the City proof of their cost at the time of any price adjustment.

The contract will be open for price adjustment every six (6) month period thereafter. It will be the responsibility of the successful bidder to notify the City of the need for price review at each six (6) month period. Failure of the contract holder to notify the City will result in the contract prices remaining the same for another six (6) months.

CONTRACT:

The successful bidder will be required to enter into a one (1) year contract with the City within ten (10) days after submission of such. The contract shall be renewable with the consent of both parties for two (2) years, renewable annually.

SERVICE AND MANUALS:

The contractor shall provide technical information and service concerning the use of products furnished under this specification when requested by using agencies.

ACCEPTANCE, INSPECTION AND QUALITY ASSURANCE:

Normally, sampling and testing will not be required. The City reserves the right; however, to conduct tests, require samples or require test results to insure compliance with the requirements of this specification.

Using agencies shall inspect for proper identification or products, damaged or leaking containers and other apparent irregularities.

DELIVERY:

Product(s) shall be furnished as specified and shall be packaged in accordance with the best commercial practice. All shipping containers shall be marked to show the brand name and description of the product.

Vendor will be required to pick up any empty oil barrels and remove them from the City of Tulsa premises either when delivery of product is made or at a time agreeable between both parties.

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.

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.

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 of 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 . 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 of 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, available 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; and
- i. the number and scope of conditions attached to the bid.
- 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.