



ADDENDUM

INVITATION FOR SEALED BID TAC-103

Description: **AUCTIONEER SERVICE**
Department: **Finance/Purchasing Division**

NIGP Commodity Code(s): **962-09**

NOTE: Total pages including this page is 20

Important Instruction - Read Very 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.com

you must notify the buyer **LARRY HOOD** of your intent to bid by e-mail lhood@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.

NOTE: Changes made include the following pages: 8, 10, 11, 12, 13, 14, 17, & 18. Changes are in bold type.

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

Note #1: Signature of an authorized agent required

Note #2: Signature of an authorized agent and notary required

See Notes Below

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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.

NOTE: A MANDATORY PRE-BID CONFERENCE IS SCHEDULED FOR February 4.
See Page 8 For Details

**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: February 28, 2002

BID NUMBER: TAC-103

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: January 25, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **NOT REQUIRED**

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

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery of service will be provided as required in the bid specifications.

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 service 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 _____

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 is 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.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____ (Signature)

_____ (Title)

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

NOTARY PUBLIC SIGNATURE

My Commission Expires:

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

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.

COMMISSION FEE* _____ %

* - As Specified in "Commission Fee" Section on page 13.

BID SPECIFICATIONS

TULSA ANNUAL CONTRACT (Vehicle, Equipment & Miscellaneous Surplus) TAC 103

Mandatory Pre-Bid Conference & Due Date

A pre-bid conference is scheduled for **Monday, February 4, 2002** at 108 N. Trenton at **1:30 PM**. See page 19 for directions to the City's Surplus Facility. **Attendance by a representative of your firm is mandatory in order for your bid to be considered.** Your sealed bid **must be received** by the City Clerk's Office (City Hall, 200 Civic Center, Room 109, Tulsa, OK 74103) **no later than 5 PM on Wednesday, February 27, 2002.**

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DEFINITIONS

Whenever the following words are used, the meaning shall be:

Bidder - Respondent to the Invitation For Bid

Buyer - A person who has registered for the auction and is awarded the bid

City - City of Tulsa, Oklahoma (a municipal corporation)

Contractor - Successful bidder for auctioneer services to City

He/Him/His - Includes the female gender of She/Her/Hers

Purchasing Agent – Includes his designated representative

Surplus – Items or materials declared as no longer needed or used by the City, which may include the selling of Police unclaimed and abandoned property when such is available for sale.

INTENT & SCOPE

- ❑ The City is soliciting competitive bids for an annual contract for auctioneer services for the sale of City surplus.
- ❑ Auctions are usually scheduled twice a year. The City is not bound in anyway to guarantee that it will have two auctions per year. The successful bidder will be given the opportunity to renew this contract not to exceed four renewals; providing, that both the City and the contractor mutually agree in writing to do so.
- ❑ The last ten (10) auctions have averaged around **\$358,943** with the **lowest being \$258,298** and the **highest being \$501,049**. It should be noted the City cannot guarantee these averages will be sustained due to numerous variables involved.
- ❑ **The invitation for bid is being solicited for auctioneer services.**
- ❑ The City makes absolutely no claims written, verbal or implied claims or warranty as to the condition of the property sold. All property is to be sold '**AS IS**' and '**WHERE IS**'. Cost of removal of the property is the sole responsibility of the buyer. The contractor will not take any action which might have the effect of creating the appearance of assuming or creating any obligations on the City with respect to the property offered for sale or otherwise.
- ❑ The auction is to be conducted in a highly professional manner in an atmosphere conducive for a successful auction and the highest obtainable sales. The contractor and his staff shall ensure that good public relations are exhibited and maintained prior to, during and after the auction.
- ❑ All costs for developing the response to this bid are entirely the responsibility of the bidder and shall not be charged back in any way to the City or against auction proceeds. All information submitted for this bid will become a matter of public record.

BIDDER QUALIFICATIONS

IMPORTANT

A bidder **must submit a notarized statement** to the effect that:

- he has a **minimum** of ten (10) years experience in conducting a variety of auctions,
- he does **not** have any civil or criminal judgments rendered against him or them for the commission of bribery to obtain a contract, violation of anti-trust statutes, making false claims/statements, receipt of stolen property, falsification of records;
- he has **not** had a contract terminated due to poor performance or default for not complying to contract terms & conditions; and
- none** of his staff has had any civil or criminal judgments against them for receipt of stolen property, fraud or falsification of records.

A bidder must also provide the following:

- provide computer-based registration, invoicing and report generating system, **including a backup system** which will be on-site at the time of the auction in the event the primary system crashes
- must be able to conduct **simultaneous** auctions for rolling stock and for non-rolling stock
- a summary of auctioneer training, experience and related qualifications
- copies of any **current** state or city licenses and professional certifications held
- copies of any **current** membership with national auctioneer associations
- proof of a **minimum** of ten (10) years auction experience
- proof of experience selling **similar surplus** that this contract will cover
- list of at least five (5) references from major clients (i.e federal, state, county or city governmental entities; utilities; manufacturing companies; etc.) served during the last two (2) years including names, addresses & phone numbers where gross sales were at least \$200,000 or more.**
- a **notarized statement** that a subcontractor, if used in any capacity, shall be subject to all applicable contract provisions
- notarized statement** that bidder has **at least** a 2000 buyer, multi-state client base to notify its regular & potential customers
- copy of Taxpayer Identification Number
- provide proof of having a **website** on the internet **and the ability to accept** on-line bidding

BOND & INSURANCE REQUIREMENTS

Bond

The successful bidder will be required to provide a bond in the amount of \$10,000 which will be conditioned upon the auctioneer and auctioneer's staff performing all the contract requirements contained herein. The bond must run concurrently with the contract period, and the contract cannot be renewed until an updated bond has been submitted

Insurance

The contractor assumes all risks incident to or in connection with the sale of City surplus and any Police unclaimed or abandoned property. The bidder must submit a **certificate of insurance** showing the City of Tulsa, Oklahoma **as being an additional insured** which shall indemnify, defend and save harmless the City of Tulsa from damages or injuries of whatever nature or kind to persons or property arising directly or indirectly from the contractor's operations and arising from any unlawful acts or omissions of its employees or agents. And the **certificate of insurance** shall further indemnify, defend and save harmless the City for violation of any federal or state laws or regulations affecting or having application to

an auction resulting from carelessness, negligence or improper conduct of the contractor its agents or employees.

The contractor **shall carry in full force during the contract period** the following insurance in the amounts as follows:

Worker's Compensation & Employer's Liability

Conforming to the State Of Oklahoma's requirements.

Property Damage Liability

In an amount not less than **\$50,000** to any one person for any number of claims for damage to property, including but not limited to any consequential damages arising out of a single accident or occurrence.

All Other Liability

In an amount not less than **\$200,000** for claims of personal injury, accidental death and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability

In an amount not less than **\$1,000,000** for any number of claims arising out of a single accident or occurrence.

In addition, the certificate of insurance shall have a clause stating that it cannot be cancelled by the insurer without first giving the City **thirty (30) days non-qualifying, written notice** of the pending cancellation. The certificate of insurance **must run concurrently with the contract period**, and the contract cannot be renewed until an updated certificate has been submitted.

IMPORTANT

Performance bond and certificate of insurance as required by this contract **must be sent** to the City's Legal Department, Room 316, 200 Civic Center, Tulsa, OK 74103. The bond and certificate **must have the bid number noted on each.**

EMPLOYMENT DISCRIMINATION STATEMENT & PROHIBITION

The contractor must submit a **signed statement** that he agrees to adhere to all federal employment non-discrimination laws and regulations and declares that he is an Equal Opportunity Employer.

Employment discrimination by the contractor is prohibited.

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

(1) The contractor will not discriminate against any employee 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 non-discrimination 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 with a subcontractor, so that the provisions will be binding upon the subcontractor.

The contractor shall take the necessary steps to ensure that its facilities and equipment are in compliance with the requirements of the Americans With Disabilities Act (ADA). It is understood that the program of the contractor is NOT a program or activity of the City. The contractor agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the contractor, and under no circumstances will the contractor conduct any activity deemed not to be in compliance with the ADA.

COMMISSION FEE

The bid must be submitted as a **flat percentage** of the gross sales with **no alternative** fee structures, **excluding** the total of the sales taxes collected. The commission will be paid based upon receipt of the contractor's invoice and for all money received by the City from the auction proceeds, excluding sales taxes. Generally **75%** (average) of the current commission fee paid is the result of the sale of 'rolling stock'. Samples of Items Sold Reports will be provided at the pre-bid conference. **The Commission Fee must be invoiced seperately and can not be deducted from Sale Proceeds.**

Note: No commission will be paid on any unpaid invoices.

ADVERTISING

- ❑ The contractor must advertise **at his expense** the auction in at least one major newspaper in Oklahoma City and Tulsa in the **Sunday issue prior to the auction**. The advertising must clearly state that all property is sold 'As Is' and "Where Is' with no implied warranty of any sort as to the condition or safety of the property being sold. In addition, the advertising must state that sales taxes will be collected unless proper proof of exemption is provided; and, that no one under the age of 16 years can be admitted on the premises. The advertisement must be approved by the Purchasing Agent prior to publication. Proof of newspaper advertising placed must be sent to the Purchasing agent as soon as it is available.
- ❑ The **display** advertisement must be at least **2.0 columns by 5.0 inches**.
- ❑ **Additional advertising** must be made at the contractor's expense in at least one major newspaper in **Dallas, Texas (in their Sunday issue prior to the auction)**, and in the Contractors' Hotline trade journal (or equivalent publication).
- ❑ The **additional advertising** must clearly state that all property is sold 'As Is' and "Where Is' with no implied warranty of any sort as to the condition or safety of the property being sold. In addition, the advertising must state that sales taxes will be collected unless proper proof of exemption is provided; and, that no one under the age of 16 years can be admitted on the premises. The advertisement must be approved by the Purchasing Agent prior to publication.
- ❑ **Proof of additional advertising placed must be sent to the Purchasing agent as soon as it is available.**
- ❑ The **additional advertising** will be a **display** advertisement and must be at least **2.0 columns by 3.0 inches**.
- ❑ The contractor must mail-out flyers (11" x 17" gloss coated paper) to at least **2,000 potential bidders** of its customer base informing them of the auction. The flyers and mailing costs are to be incurred by the contractor. The flyers must be sent at a **postal rate which will ensure** that the customers will receive the flyers **at least 7 days prior to** the auction, **including** any bidders referred by the City to be added to the customer-base list.

- ❑ **Postal Proof that mailing requirements have been met must be sent to the Purchasing agent as soon as it is available.**

The flyers **must include**:

- ❑ date and time of auction,
- ❑ phone numbers at the auction site,
- ❑ a map & directions to the surplus facility,
- ❑ terms & conditions of the auction,
- ❑ sales subject to Oklahoma sales tax, high contrast,
- ❑ **half-tone images (black & white) of as many as ten (10) photos provided by the contractor may be required (of selected vehicles & equipment).**
- ❑ a summary of vehicles, equipment and other surplus to be sold,
- ❑ a disclosure statement of the possibility of last minute removals from sale by the City, and
- ❑ the City reserves the right to set minimum prices.

The Purchasing Agent **must approve** all mail-out flyers **prior to** printing of same.

AUCTION DATES & OTHER REQUIREMENTS

- ❑ **Auction dates are to be held on the first weekends of May and November** during the course of the contract. The successful bidder **must** be able to arrange his/her schedule to maintain these established auction dates. The auction usually is held on a Saturday morning. **Note:** The auctioneer will have to **sell simultaneously** rolling stock, equipment, surplus in the warehouse and any Police stolen and abandoned property (when such might be available).
- ❑ Contractor will come to the auction site and enter all surplus items into his computer system **at least two weeks prior** to the auction date. **Note:** This **may include** writing the sale # on the surplus.
- ❑ Contractor must register bidders the day **before** the auction between **8:30 AM and 4:30 PM** and on auction day starting at **7:30 AM** and throughout the day.
- ❑ Contractor **will work closely** and agreeably with the City of Tulsa staff to resolve any auction-related issues and problems prior to, during and after the auction.
- ❑ Contractor will cooperate fully and agreeably with the State of Oklahoma Sales Tax Field Auditor regarding sales tax issues and abide by the Auditor's decisions as being final.
- ❑ The City reserves the right to authorize any **on-site refunds** due to a buyer's item(s) being unlawfully removed by someone else. The City reserves the right to **mediate** a mutually satisfactory agreement between the contractor and a buyer whenever a misunderstanding or disagreement occurs. The City's decision shall remain final.

BID AFFIDAVITS & BID SIGNATURE

The bid and required affidavits **must be signed** by an authorized representative of the company - corporate officer, partner or sole proprietor.

REPORTS & INVOICE REQUIREMENTS

The contractor shall provide the following computer-generated **INVOICES** and **REPORTS** in triplicate:

INVOICE (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Name of buyer and company name, if applicable
Buyer's address (street, city, state, zip code)
Buyer's phone number & area code
Buyer's driver's license number
Assigned bid #
Sales tax exempt status statement
Sale #
Lot description (**including** fixed asset, serial or VIN, department & fund numbers)
Amount due on each item purchased
Sales taxes due
Total amount due

LOT SALES REPORT (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Lot number in numerical order
Lot description (inclgd. applicable fixed asset, VIN or other serial numbers, dept. organization numbers)
Buyer's name & address and Buyer's Bid #
Sale price
Extended price
Invoice number
Consigning department name & fund numbers

BUYER SUMMARY REPORT (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Buyer's assigned number
Buyer's address
Total of all purchases
Total of sales tax paid

CONSIGNING DEPARTMENT REPORT (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Dept. organization number
Consigning department name & fund numbers
Lot numbers
Assigned buyer's number
Lot description (includ. fixed asset, VIN & other serial numbers)
Sale price

REGISTERED BUYER REPORT (including)

Contractor's name & address
Auction Date
Customer's name (City of Tulsa)
Assigned buyer number
Registrant's name & applicable company name
Address (includ. street city, state, zip code)
Telephone number & area code
Buyer's driver license number
Taxable or Non-Taxable status
Two Reports: Alphabetical By Name and Numerical By Buyer's Number

BUYER'S DETAILED PURCHASE LIST (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Assigned buyer's number
Lot number purchased
Lot description (includ. fixed asset number, VIN & other serial numbers)
Price paid
Consigning department name & fund numbers

CONSIGNING DEPARTMENT SUMMARY REPORT (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Consigning department name & organizational number
Total sales for each respective department

SALES TAX REPORT (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Assigned buyer's number
Sales tax rate
Invoice number of taxable sale
Taxable amount
Sales tax due on each sale

UNSOLD LOT REPORT (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Lot number
Lot description
Consigning department name, organization number and fund number

SALES SUMMARY (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Amount of invoices paid
Amount of sales tax paid
Amount of invoices unpaid

BID CLERK RECORDING SHEETS (including)

Contractor's name & address
Auction date
Customer's name (City of Tulsa)
Lot number
Assigned buyer's number
Bid price

IMPORTANT. The exact format of these reports is not stipulated, but the **specific information is still required.** Other informational reports such as **Buyer Geographical Distribution** by state and city and **Buyer Payment Listing** – Cash, Check and Other **are also required.**

Note: These reports are required in order for the City to be fully accountable to all interested City parties and to provide the means for research whenever post-auction problems surface.

IMPORTANT The contractor must prove that the reports required by the City can be provided. Sample reports **must** accompany the bid. **Failure to comply will result in the rejection of bid.**

AUDIO RECORDING REQUIREMENT

The contractor **must record** the entire auction on cassette tapes. The recording must be of high quality **clearly** recording the **sale lot #**, the **successful bidder's #**, and **\$ amount paid**.

IMPORTANT. Each cassette tape must be labeled and marked as to sequence used, what lot numbers were recorded and the date of the auction. The tapes used **must be** playable on a **standard** speed player; **if not**, the contractor must furnish a player that **can be used** by the City on the tapes used by the contractor. These tapes must be presented to the Purchasing Agent at the conclusion of the auction.

BIDDERS LIST

The contractor is required to maintain a bidders list of those persons referred by the City, who requested that they be placed on the contractor's bidders list. All such parties are required to be mailed a flyer prior to the auction date.

CONTRACTOR BIDDING PROHIBITED

The contractor, its agents or employees, are prohibited to bid for themselves. The contractor may accept bids from out-of-town buyers who cannot attend the auction, **PROVIDING** that any such bid is **in writing (stating the Sale #, \$ amount bid, dated and signed)** and **presented to the Purchasing Agent prior to the auction or, in the case of telephone bidding, that the Purchasing Agent is informed in advance when telephone bidding with the specified buyer will occur.** **Note:** The auctioneer must pay the awarded bid of the buyer who wasn't able to attend.

WITHDRAWALS OF ITEMS, SETTING OF MINIMUM BIDS, REJECTION OF BIDS & AUCTION CANCELLATION

- ❑ The City reserves the **right to remove** any item from the sale prior to the auction, especially if a situation should occur where it is to the best interest of the City to do so.
- ❑ The City also reserves the right to **set minimum prices** on property which it feels should sell for at least that amount.
- ❑ The City also reserves the **right to reject** any bid which it feels is extraordinarily low, or if the qualifications of the bidder are not satisfactory according to the factors listed in the Award Of Contract section.
- ❑ The City reserves the **right to cancel** an auction if circumstances beyond its control warrant such action. Note: The City will do its best to give notice of any cancellation at least 90 days before a scheduled auction.

CONTRACTOR'S RESPONSIBILITIES

The contractor shall provide the following services in addition to any other required provisions previously stated in this Bid Specifications:

- ❑ **two auctioneers** will be required
- ❑ two or more people to register buyers on preview day (day before the auction; 8:30 to 4:30)
- ❑ three or more people to register buyers on auction day (7:30 on)
- ❑ **two or more spotters** at all times while the auctioneers are calling out for bids
- ❑ **two or more recording clerks**
- ❑ two or more people to handle invoicing, escorting buyers to cashiers, report generation
- ❑ **two amplified sound systems** that will be clearly audible inside a building
- ❑ auction to be completed generally within eight hours; however, this is not to be interpreted as an excuse to rush through the auction
- ❑ handles, **with the City's assistance**, all buyer complaints regarding award of bids, amount of bids, invoice problems, missing lots, etc.
- ❑ and whatever else is needed in manpower to make the auction an efficient one
- ❑ **at the beginning** of the auction and **periodically thereafter** announces terms & conditions of auction, and that sales taxes will be collected **unless** proper proof of exemption is presented
- ❑ list (provided by the City) must be reviewed of anyone who did **not** pay for their purchases at **previous** City auctions and deny their registration at any future City auctions; refers such individuals to see the auctioneer and a City representative
- ❑ **makes absolutely no** representations or warranties verbal, written or implied on any property offered for sale or sold
- ❑ invoices **must be printed or stamped** with approved statement of the Oklahoma Tax Commission in order for buyer to be exempt from paying sales taxes

CITY RESPONSIBILITIES

The City will provide the following services:

- usually assigns all lot numbers to the property to be sold
- arranges for portable toilets
- arranges for security
- arranges for personnel to control the release of sold property in warehouse to buyers
- arranges for concessionaire
- requests Oklahoma Tax Commission to have a field auditor attend the auction
- stamps invoice, unless auctioneer's invoices have the same wording printed on the invoice, with approved statement from Oklahoma Tax Commission regarding exemption of buyers from payment of sales taxes
- provides cashiers
- attempts collection of all unpaid invoices
- provides lists of all lots being offered for sale to buyers
- provides list of all surplus to be offered for sale to contractor
- handles all transfers of vehicle titles
- arranges for engine starting and tire- airing service on preview and auction days

CONTRACT RENEWAL

Contracts will be one year agreements with as many as four (4) optional renewals, exercised only with the consent of both parties. No provision has been made here to allow an increase in the commission fee at renewal. The contract cannot be renewed until the performance bond and the certificate of insurance for the renewal period has been submitted to the City.

AUDIT RIGHTS

The bidder fully understands and hereby agrees by the submission of this bid, that should the bidder be awarded this bid and subsequently enter into contract with the City to furnish the services called for hereunder, the bidder shall, upon any reasonable request by the City, and during bidder's normal business hours, grant the City's staff ingress onto the bidder's premises where the bidder's books and records are kept, and further agrees that the bidder shall provide the City's staff reasonable access to and such clerical assistance as the City's staff may require for examination and audit of bidder's books and records as relate to the services to be furnished to the City during the term of any contract resulting between the bidder and the City pursuant to this bid.

AWARD OF CONTRACT

The award of contract shall be to the bidder whose proposal is responsive to the bid requirements and is most advantageous to the City, considering the factors and specifications identified in the bid and those factors of the Purchasing ordinance (within Title 6 of the Tulsa Revised Ordinances) set forth below:

Section 406(E) - 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. In determining the "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;
- j) the number and scope of conditions attached to the bid; and,
- k) if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

- ◆ The City reserves the right to reject any or all bids when it is in the best interest of the City. If all bids are rejected, then the City will re-issue the invitation for bid.

DESTINATION INSTRUCTIONS TO SURPLUS FACILITY



From the Tulsa Int'l Airport, take Hwy 11 E heading South to I-244 West. Stay on I-244 and take the Utica Ave exit to your **right**. At the stoplight, turn **right** and continue north for about 3 blocks and

turn **left** on Easton. Continue down **Easton** which runs right into the main entrance of the Surplus Facility.



If you are driving, just have an Oklahoma map with a Tulsa inset, and you can determine your position in relation to the Surplus Facility location by locating I-244 in between Hwy 169 (Mingo Valley Expressway) & US 75 North & between Admiral Place and Pine Street. This will narrow your location to easily find the Surplus Facility. Dependent upon which way you are coming from on I-244, you'll see the Utica Ave exit.



If you are coming from the **west**, you'll take the Utica Ave exit to your **right** continue and turn **left** at the stoplight. Continue north to the **next** stoplight. Continue north for about 3 blocks and turn **left** on **Easton** which will run right into the Surplus Facility main entrance.



In case you have any difficulties, you can call 918-596-7548/7599 or 596-9525.