

Addendum #1

TAC 141

AUTOMOTIVE EXHAUST SYSTEM REPLACEMENT EQUIPMENT MANAGEMENT DEPARTMENT

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.

- Bid opening date has been changed to Thursday, March 7, 8:30 a.m.
- Lifetime Warranty does not include Tail Pipes, Exhaust Pipes, and Y-Pipes.
- Please replace page 8, Pricing Sheet Sheet Summary, in its entirety with this page.

BIDDER MUST BE ABLE TO PROVIDE ACCURATE DIAGNOSTIC SERVICE AND REPAIR AS NEEDED. ALL REPAIRS AND PARTS MUST BE FACTORY CERTIFIED.

1. Mufflers _____ % off Retail List No. _____ Dated: _____
2. Tail Pipes _____ % off Retail List No. _____ Dated: _____
3. Exhaust Pipes _____ % off Retail List No. _____ Dated: _____
4. Y-Pipes _____ % off Retail List No. _____ Dated: _____
5. Reconditioned Converters \$ _____ Each
(must meet Federal, State & Local Laws)
6. New Converters \$ _____ Each
7. Original equipment parts, not available as after market equipment, furnished by the City will be installed for a shop labor rate of: \$ _____ Hour
8. Original equipment parts, not available as after market equipment, furnished by vendor will be priced as _____ % off retail.

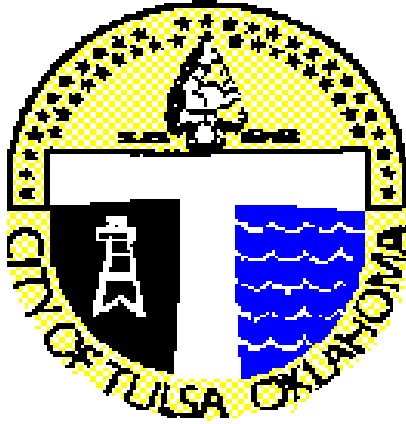
The above prices are complete and include all labor, clamps, hangers, etc.

Bidder will install or honor a warranty at any of the following locations:

1. _____
2. _____
3. _____
4. _____

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC 141 (Re-Bid)

Description: AUTOMOTIVE EXHAUST SYSTEM REPLACEMENT

Department: CITY OF TULSA

NIGP Commodity Code(s): 928-40-00-000-0

Total pages including this page is 13

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 : <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.

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 141 (Re-Bid)

Automotive Exhaust System Replacement

BIDDER MUST BE ABLE TO PROVIDE ACCURATE DIAGNOSTIC SERVICE AND REPAIR AS NEEDED. ALL REPAIRS AND PARTS MUST BE FACTORY CERTIFIED.

1. Mufflers \$ _____ Each

2. Tail Pipes \$ _____ Each

3. Exhaust Pipes _____
Percent off Retail List

Price List No. _____ Dated: _____

4. Y-Pipes _____
Percent off Retail List

Price List No. _____ Dated: _____

5. Reconditioned Converters \$ _____ Each
(must meet Federal, State & Local Laws)

6. New Converters \$ _____ Each

7. Original equipment parts, not available as after market equipment, furnished by the City will be installed for a shop labor rate of: \$ _____ Hour

8. Original equipment parts, not available as after market equipment, furnished by vendor will be priced as _____ % off retail.

The above prices are complete and include all labor, clamps, hangers, etc.

Bidder will install or honor a warranty at any of the following locations:

1. _____

2. _____

3. _____

4. _____

TAC #141 (Re-Bid)
AUTOMOTIVE EXHAUST SYSTEM REPLACEMENT
CITY OF TULSA

INTENT:

To secure sealed bids for **Automotive Exhaust System Parts and Installation Services** for the City of Tulsa on an annual basis.

GENERAL:

All parts supplied under this contract are to be new, current production items or equal to or exceeding specifications as furnished by the original equipment manufacturer.

The City does not guarantee any set amount of work to be performed under this contract and reserves the right to maintain their own vehicles when deemed necessary.

Bids are to be based on all parts and labor necessary for repairs, including any testing.

PRICES:

Prices bid shall be firm for the duration of the one (1) year contract.

Bidders are to include the prices for automobiles, light trucks and vans, model year 1984 through current year. Prices will include the installation fee for the items listed.

WARRANTY:

All mufflers and other related exhaust system parts will be guaranteed for the life of the vehicle on which they are installed, as long as the City owns the vehicle. No additional labor will be charged for the re-installation of these parts should they become defective unless the replacement in question was caused by operator negligence or by damage caused by collision.

DELIVERY:

Work performed will be on an as needed basis. Vehicle(s) will be delivered to the contract holder, and picked up by the City of Tulsa. Work on City vehicles shall be completed within twenty-four (24) hours after receipt of vehicle.

CONTRACT AND PERFORMANCE BOND:

The successful bidder will be required to enter into contract with the City in accordance with Item 15 of the terms and conditions as printed on the back of the Invitation for Sealed Bids Form. The term of the contract will be for one (1) year with the option to renew for four (4) additional years, renewable annually with agreement between both parties concerned.

ESTIMATES:

The contract holder shall notify the city department of all estimated parts and labor required, including warranty work, to make repairs and must obtain approval before actual repairs are made.

BIDDER QUALIFICATIONS:

Bids will be accepted only from companies that supply the type of service specified herein for a minimum of three (3) years to date.

Bidders must have complete shop facilities and equipment necessary to perform all phases of service on more than one (1) units at a time if needed.

Bidders shall furnish the following information with your bid to be used for evaluation purposes. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

1. A statement of Years in Service
2. Parts availability for the service bidding
3. Shop Size
4. Customer list for type of service bidding
5. Number of servicement and qualifications

The City reserves the right to inspect the bidders facilities prior to award of bid.

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.

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.

AMERICANS WITH DISABILITIES ACT:

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. 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 CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

ALTERING BIDS:

Bids cannot be altered or amended after submission deadline. **Any interlineation, alteration or erasure made** before opening time and date **must be initialed** by the signer of the bid, guaranteeing authenticity. Bids must be submitted in ink or typewritten. Penciling will not be accepted.

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.

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: Bid may be awarded to multiple vendors or vendors who have facilities in various locations to facilitate efficiency and the needs of the City of Tulsa

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.

CATALOGS AND PRICE SHEETS:

Bidders must send price sheets to be used and as indicted on the pricing page with your bid package. Catalogs showing the vehicle application shall also be included. **Failure to comply may result in rejection of your bid.**

BID DOCUMENTS:

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN ITS ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**