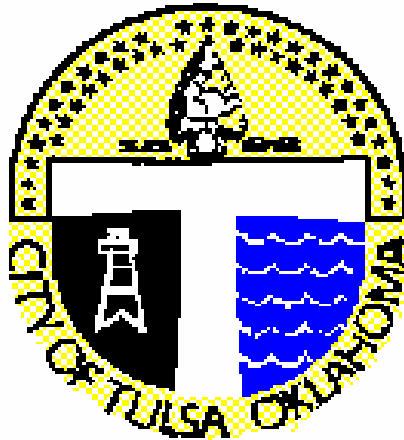


Addendum #1
TAC 142A
RADIATOR REPAIR SERVICE
EQUIPMENT MANAGEMENT DEPARTMENT

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.

- ✓ **If bidding prices related to a price list, the price list(s) must be included with your bid in order to be considered a valid response.**



INVITATION FOR SEALED BID **TAC 142A**

Description: RADIATOR REPAIR SERVICE

Department: CITY OF TULSA

NIGP Commodity Code(s): 928-30-00-000-0

Total pages including this page is 13

NOTE: FAXED BIDS 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 Web-site : <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 web-site.

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

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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: May 30, 2002

BID NUMBER: TAC 142A

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 22, 2002

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

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

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

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

Payment terms _____ % _____ days.

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

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

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

Signature of Authorized Agent

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF BIDS

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

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

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

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.

TAC 142A

I. Bidder agrees to clean out (including rodding) and repair of radiators at the following cost:

A. Cars/Light Trucks (up to 1 ton) \$ _____ ea.

B. Minor repairs only (cars/light trucks)
(Example: Resolder Outlets) \$ _____ ea.

C. Medium/heavy trucks (over 1 ton) \$ _____ ea.

D. Minor repairs only (medium/heavy trucks)
(Example: Resolder Outlets) \$ _____ ea.

E. Farm Tractors \$ _____ ea.

F. Minor Repairs only (farm tractor)
(Example: Resolder Outlets) \$ _____ ea.

G. Heavy equipment (loader/dozers) \$ _____ ea.

H. Minor repairs only (loaders/dozers) \$ _____ ea.

II. Bidder agrees to clean and repair A/C condensers at the following prices:

A. All vehicles \$ _____ ea.

B. Minor repairs \$ _____ ea.

III. Bidder agrees to furnish new complete radiators and A/C condensers at the following discount from list price. \$ _____ % Discount
Manufacturer of radiators & condensers _____
Price List Number _____ Dated _____

IV. Bidder agrees to furnish recores/including labor at the following discount from list price: \$ _____ % Discount
Manufacturer of radiators & condensers _____
Price List Number _____ Dated _____

V. Bidder agrees to furnish cores only at the following discount from list price:
\$ _____ % Discount
Manufacturer _____
Price List Number _____ Dated _____

VI. Bidder agrees to repair gas tanks at the following price:

A. Cars/Light Trucks (up to 1 ton) \$ _____ ea.

B. Medium/Heavy Truck (over 1 ton) \$ _____ ea.

C. Farm Tractors \$ _____ ea.

D. Heavy Equipment (loaders/dozers) \$ _____ ea.

E. Gas Tank Liners (cars) \$ _____ ea.

F. Gas Tank Liners (pickup trucks) \$ _____ ea.

G. Gas Tank Liners (medium/heavy trucks) \$ _____ ea.

H. Miscellaneous Gas Tank Liners (specify)

_____ \$ _____ ea.

_____ \$ _____ ea.

_____ \$ _____ ea.

TAC #142A

RADIATOR REPAIR SERVICE

CITY OF TULSA

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Radiator Repair Service** for the City of Tulsa, Oklahoma on an annual basis.

GENERAL:

Bidders should have the capability of repairing or replacing all passenger car, pickup truck and large truck through three (3) tone radiators, condenser and gas tanks at their facility.

Rod out work will be standard procedure on all radiators turned in for cleaning work. Any additional charge for this work is to be included in the base price for such when bid.

All radiators cleaned and repaired are to be painted with a black rust resistant paint.

Recoring will only be done with the prior approval of the department furnishing the radiator, and unauthorized jobs will not be paid for. The recoring prices will also be the discount bid from the current price list and are to include all labor and materials used.

All workmanship is to be the quality expected by the local trade and all material and workmanship is to be guaranteed for a minimum of thirty (30) days.

Radiators, radiator cores and condensers furnished are to be first line quality equal to ones furnished by Modine Auto Cool, Inc. or Daniel Radiator Corporation.

Bidders are to include with your bid, complete catalogs showing applications, cross over log and current list price sheets. Failure to comply will result in rejection of your bid.

Prices bid on new radiators, radiator cores and condenser prices are to be based on a percentage discount from the current list price. These discounts shall remain firm for the duration of the contract.

All other prices bid shall be firm for the contract period. The contract period will be for one (1) year with the option to renew for two (2) years, renewable annually with agreement between both parties concerned.

The successful bidder will be required to enter into contract with the City within ten (10) days after submission of such and to post a Performance Bond in the amount of \$1,000.

Bidders are to include a list of large accounts you are presently doing business with. This list is to be included with your bid.

PURCHASE ORDERS, INVOICES AND PAYMENT:

The City will issue either itemized Purchase Orders or monthly blanket type Purchase Orders.

If monthly Purchase Orders are issued, it will be for a specific dollar amount, not to be exceeded.

The Purchase Orders will be issued for various City departments resulting in possibly several blanket type Purchase Orders being issued in any one month period.

It will be the successful bidder's responsibility to keep these orders separate and all delivery tickets, invoices, etc. properly marked.

It will also be the responsibility of the successful bidder to see that the blanket monthly orders do not over extend the dollar amount encumbered on such.

The City will furnish to the vendor if requested, a list of the people from each department authorized to pick up parts on these blanket orders.

All shipping tickets and invoices must contain the following information:

1. Purchase Order Number
2. Date ordered
3. Date delivered or picked up
4. Receiving individual
5. Part Number(s)
6. Description of Part (abbreviations discouraged)
7. List price of part(s)
8. Net price of part(s)
9. Department name

Invoices for blanket monthly orders are to be sent once each month attached to the claim copy of the Purchase Order to the City of Tulsa Purchasing Division, 200 Civic Center City Hall Building, Room 802, Tulsa, Oklahoma 74103.

Invoices for routine itemized Purchase Orders are to be sent to the same above address with the claim copy upon completion of the Purchase Order.

All Purchase Orders must be delivered complete before payment can be made.

BIDDER'S AFFIDAVIT:

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

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by an oral reprsetatnion, clarification 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:

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.