

Addendum #1

TAC280A

AUTOMOTIVE PAINT & SUPPLIES 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 MAY RESULT IN REJECTION OF YOUR BID.

1. **NOTE: Faxing of Bid will not be accepted.**
2. **Page 8: Please add:** If any 1st line paint product brand other than Sherwin-Williams, PPG, or DuPont is offered, a product sheet describing the endurance, limitations and physical composition of the paint and warranty information **MUST** be provided with the bid.
3. **Page 8:** Paint is to be bid per 1 qt.
4. **Pages 9-12:** The column entitled Manufacturer & Product No. is to include the manufacturer if bidding more than one manufacturer in that section.
5. **Page 10: Section 4, General Supplies:** Delete the first two (2) items.
6. **Page 10: Section 4, General Supplies:** The “Unit of Purchase” on the listed masking tape and masking paper is to be bid as 50’ rolls.
7. **Page 11: Section 4, General Supplies:**
 - ✓ The “Unit of Purchase” on item 08874 is to be bid as a 1 quart can.
 - ✓ The “Unit of Purchase” on Plastic Sheeting is to be bid as a 16’ x 400’ roll that is 4.86 mils in thickness.
 - ✓ The “Unit of Purchase” on Aerosol Undercoat is to be bid as a 12 oz. Can.
 - ✓ The “Unit of Purchase” on Fiberglass Matting is to be bid as an 8 sq. ft. pkg.
 - ✓ The “Unit of Purchase” on Razor Blades is to be bid as a box of 100.
 - ✓ The “Unit of Purchase” on Latex Gloves is a box of 50.
 - ✓ The “Unit of Purchase” on Tack Cloths is to be for a package of 10.
 - ✓ The “Unit of Purchase” on all the Non-Bleed Paper is to be in rolls of 750’.
8. **Page 14: General Specifications:**

Please add:

 - Original bid is to be clearly marked as “Original”. Product line sheets and price lists must be marked in some manner to indicate the vendor who is offering the products to the City of Tulsa.

Please change:

- Each bidder shall (not may) bid a 1st line warranted paint product and a 2nd line non-warranted paint product.

9. **Page 15:** 1st paragraph: **Strike the last two (2) sentences**, which state: ~~“The percentage discount is to remain firm for the term of the contract. However, if a manufacturer publishes a new price list, the vendor is to supply that price list to the Buyer prior to implementing the new pricing on City invoices.”~~

Clarification: Specific prices stated on the pricing pages are to remain firm for the entire 1-year term. Please refer to page 16, Price Adjustment Option, for the vendor’s opportunity to increase prices.

10. **Page 15: Clarification on the sentence which reads:** “If the training cannot be supplied at no cost, the vendor shall include the training programs and cost in the bid package.”

Clarification: It is the City’s desire to have all 6 of its Collision Repair Technicians certified on all new products as they become available. If the bidder cannot offer available training at no cost, the cost for this training is to be included in the product pricing. No separate payment will be made for training. It is to be further noted that all training must be local. Otherwise, the vendor is to absorb all travel costs involved in out-of-area training.

11. **Page 16: Pickup & Delivery:** Strike the following sentence: ~~“If delivery charges are required, the bidders are to indicate delivery charges (if any) and the amount of purchase required for such delivery.”~~

Clarification: No delivery or freight charges will be accepted. If you anticipate the need to collect fees for this service, please include the costs in your product pricing. No itemized payment will be made for freight or delivery fees.

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC 280A

Description: Automotive Paint and Supplies

Department: Equipment Management

NIGP Commodity Code(s): 630-49-00-000-0

Total pages including this page is 18

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: July 25, 2002

BID NUMBER: TAC 280A

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: July 16, 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 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.

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.

TAC280A Automotive Paint & Supplies Equipment Management Department

The following is a list of items most commonly used by the Equipment Management Department. Any brand or manufacturer's name called out is to set the quality of the items desired and is not meant to limit bidding on products of equal quality. The City of Tulsa reserves the right to make final judgment as to the equality of the items bid.

Bidders shall complete the following section and submit with their bid. If any of the following items are not available, bidder shall indicate the reason not available in the space provided.

(Prices on all paint are to be bid per quart unless otherwise noted)

1. PAINT (Original Manufacturer, Warranted or 1st line quality)

This list does not cover the variety of paint colors needed to do a proper refinish job. Due to the City's vast fleet, access to the complete color spectrum is necessary. These colors should be available in BOTH Acrylic Enamel and Ultra 7000 (a Urethane basecoat/clearcoat system) bases.

<u>MODEL</u>	<u>COLOR</u>	<u>COLOR CODE</u>	<u>ACRYLIC ENAMEL</u>	Est. Yrly. Qty.	<u>(CLEARCOAT) ULTRAA 7000</u>	Est. Yrly. Qty.
Chrysler	Bright White	PW7	\$ _____	80 qts.	\$ _____	80 qts.
Ford	Oxford	YO	\$ _____	80 qts.	\$ _____	80 qts.
Ford	White	YZ	\$ _____	60 qts.	\$ _____	60 qts.
GM	White	40	\$ _____	60 qts.	\$ _____	60 qts.
GM	White	16	\$ _____	40 qts.	\$ _____	40 qts.
Ford	School Bus Yellow	AL	\$ _____	40 qts.	\$ _____	40 qts.
Chevrolet	Wheatland	86	\$ _____	40 qts.	\$ _____	40 qts.
Ford	Chrome Yellow	6S	\$ _____	40 qts.	\$ _____	40 qts.
Ford	Hot Red	E5	\$ _____	20 qts.	\$ _____	20 qts.
Ford	Red Red	EZ	\$ _____	20 qts.	\$ _____	20 qts.
GM	Standard Red	72	\$ _____	20 qts.	\$ _____	20 qts.
GM	Torch Red	70	\$ _____	20 qts.	\$ _____	20 qts.
Chrysler	Radiant Fire	PRB	\$ _____	20 qts.	\$ _____	20 qts.
Chrysler	Fire Storm	R71	\$ _____	20 qts.	\$ _____	20 qts.

1A. PAINT (Non-Warranted or 2nd line quality)

This list does not cover the variety of paint colors needed to do a proper refinish job. Due to the City's vast fleet, access to the complete color spectrum is necessary. These colors should be available in BOTH an Acrylic Enamel and a Urethane basecoat/clearcoat system bases.

<u>MODEL</u>	<u>COLOR</u>	<u>COLOR CODE</u>	<u>ACRYLIC ENAMEL</u>	<u>Est. Yrly. Qty.</u>	<u>(CLEARCOAT)</u>	<u>Est. Yrly. Qty.</u>
Chrysler	Bright White	PW7	\$ _____	20 qts.	\$ _____	20 qts.
Ford	Oxford	YO	\$ _____	40 qts.	\$ _____	40 qts.
Ford	White	YZ	\$ _____	40 qts.	\$ _____	40 qts.
GM	White	40	\$ _____	40 qts.	\$ _____	40 qts.
GM	White	16	\$ _____	40 qts.	\$ _____	40 qts.
Ford	School Yellow	Bus AL	\$ _____	20 qts.	\$ _____	20 qts.
Chevrolet	Wheatland	86	\$ _____	20 qts.	\$ _____	20 qts.
Ford	Chrome Yellow	6S	\$ _____	20 qts.	\$ _____	20 qts.
Ford	Hot Red	E5	\$ _____	20 qts.	\$ _____	20 qts.
Ford	Red Red	EZ	\$ _____	20 qts.	\$ _____	20 qts.
GM	Standard Red	72	\$ _____	20 qts.	\$ _____	20 qts.
GM	Torch Red	70	\$ _____	20 qts.	\$ _____	20 qts.
Chrysler	Radiant Fire	PRB	\$ _____	20 qts.	\$ _____	20 qts.
Chrysler	Fire Storm	R71	\$ _____	20 qts.	\$ _____	20 qts.

2. PAINT PRODUCTS:

	<u>NET PRICE (AFTER % DISCOUNT)</u>	<u>UNIT OF PURCHASE</u>	<u>Est. Yrly. Qty.</u>	<u>MANUFACTURER & PRODUCT No.</u>
Urethane clear Overall	\$ _____	/gallon	30	_____
Urethane clear Spot and Panel	\$ _____	/gallon	20	_____
Hardener	\$ _____	/quart	48	_____
Basecoat Stabilizer	\$ _____	/gallon	24	_____
Clearcoat Reducer - Fast	\$ _____	/gallon	20	_____
Clearcoat Reducer - Med	\$ _____	/gallon	20	_____
Clearcoat Reducer - Slow	\$ _____	/gallon	20	_____
Urethane Retarder	\$ _____	/gallon	5	_____
Ultra Fill II - Urethane Primer	\$ _____	/gallon	20	_____
Reducer	\$ _____	/gallon	5	_____
Hardener	\$ _____	/quart	20	_____
White Urethane Primer (S/W)	\$ _____	/gallon	10	_____
Black Urethane Primer (S/W)	\$ _____	/gallon	10	_____
Clearcoat Urethane (S/W)	\$ _____	/gallon	20	_____

3. GENERAL PAINT PRODUCTS:	NET PRICE (AFTER % DISCOUNT)	UNIT OF PURCHASE	Est. Yrly. Qty.	MANUFACTURER & PRODUCT NO.
Surface Cleaner	\$ _____	/gallon	24	_____
Universal Retarder	\$ _____	/gallon	5	_____
Reducer (medium)	\$ _____	/gallon	10	_____
Reducer	\$ _____	/gallon	20	_____
Thinner	\$ _____	/5 gallon	22	_____
Gray Ultra-Fill	\$ _____	/gallon	4	_____
Red Ultra-Fill	\$ _____	/gallon	4	_____
Non Penetrating thinner	\$ _____	/gallon	5	_____
Seal Gray	\$ _____	/gallon	5	_____
Q-Seal	\$ _____	/gallon	5	_____
Universal Flattener	\$ _____	/quart	2	_____
Vinyl Additive	\$ _____	/quart	1	_____
Fiberglass Reinforced Filler (S/W)	\$ _____	/gallon	4	_____
Solvent Cleaner (S/W)	\$ _____	/gallon	12	_____
Transparent Urethane Sealer	\$ _____	/gallon	5	_____
Acrylic Clear	\$ _____	/gallon	4	_____
Fisheye	\$ _____	/pint	5	_____
Multi-Flex Additive	\$ _____	/pint	5	_____
G.B.P. Etching Filler	\$ _____	/gallon	5	_____

4. GENERAL SUPPLIES:	NET PRICE (AFTER % DISCOUNT)	Estimated Yrly. Qty.	Unit Of Purchase	MANUFACTURER & PRODUCT NO.
3 M or equivalent				
02595 180 Grit Stikit Gold	\$ _____	12	/roll	_____
02598 100 Grit Stikit Gold	\$ _____	12	/roll	_____
05442 Soft Hand Block	\$ _____	12	/pkg of 1	_____
05530 Soft Hand Sanding Pad	\$ _____	2	/box of 5	_____
05701 Compound Pad 2+2	\$ _____	12	/pkg of 1	_____
05705 Polishing Pad 2+2	\$ _____	12	/pkg of 1	_____
05725 Foam Pad (2/pkg)	\$ _____	12	/pkg of 2	_____
05929 Finesse-it II	\$ _____	6	/quart	_____
05955 Compound	\$ _____	6	/quart	_____
Metal Glaze	\$ _____	6	/quart	_____
05995 Compound	\$ _____	6	/quart	_____
06021 Microfinish Liquid	\$ _____	6	/quart	_____
06031 Micro Compound	\$ _____	6	/quart	_____
06332 1/2" Masking Tape	\$ _____	144	/roll	_____
06334 3/4" Masking Tape	\$ _____	144	/roll	_____
06340 2" Masking Tape	\$ _____	144	/roll	_____
06506 6" Masking Paper	\$ _____	12	/roll	_____
06512 12" Masking Tape	\$ _____	12	/roll	_____
06518 18" Masking Paper	\$ _____	24	/roll	_____

07051	Respirator Filter /SM	\$ _____	8	/pkg of 1	_____
07052	Respirator Filter /Med	\$ _____	24	/pkg of 1	_____
07053	Respirator Filter /Lg	\$ _____	8	/pkg of 1	_____
08001	Weatherstrip Adhesive	\$ _____	6	/pkg of 1	_____
08061	Adhesive Clear	\$ _____	6	/pkg of 1	_____
08505	Sealer Body	\$ _____	6	/pkg of 1	_____
08609	Sealer Urethane	\$ _____	12	/pkg of 1	_____
08656	Sealer Brushable	\$ _____	6	/pkg of 1	_____
08715	7" Disc	\$ _____	6	/box of 20	_____
08874	Rocker Schultz	\$ _____	6	/can	_____
07447	Scuff Pad	\$ _____	10	/box of 20	_____
07448	Scuff Pad	\$ _____	10	/box of 20	_____
	Marson disposable Wheel covers	\$ _____	6	/box	_____
	Plastic Sheeting	\$ _____	12	/can	_____
	Aerosol Undercoat	\$ _____	24	/can	_____
	Fiberglass Matting	\$ _____	10	/pkg	_____
	Razor Blades	\$ _____	10	/box	_____
	Filler Spreaders	\$ _____	10	/pkg	_____
	Rubber Squeegees	\$ _____	24	each	_____
	Dyna-Weld DY-662	\$ _____	12	each	_____
	Marson Whitefill M-1278	\$ _____	24	/cartridge	_____
	Latex Gloves	\$ _____	12	/box	_____
	Tack Cloths	\$ _____	100	/pkg	_____
	Curved Cheese Graters	\$ _____	36	each	_____
	Body filler Creme Hardener (4 oz. Tubes)	\$ _____	48	/tube	_____
	Cut-Off Wheels/Spot Weld Cutters	\$ _____	100	/each	_____
	White, non-bleed paper 12"	\$ _____	24	/roll	_____
	White, non-bleed paper 18"	\$ _____	24	/roll	_____
	White, non-bleed paper 36"	\$ _____	12	/roll	_____
	Weld/Spark resistant paper 24"	\$ _____	6	/roll	_____
	Norton body adhesive system	\$ _____	24	/tube	_____

5. **SANDPAPER:**
3 M or equivalent

		<u>Estimated</u>	<u>NET PRICE</u>	<u>UNIT OF</u>	<u>MANUFACTURER</u>
		<u>Yrly. Qty.</u>	<u>(AFTER %</u>	<u>PURCHASE</u>	<u>& PRODUCT NO.</u>
			<u>DISCOUNT</u>		
01436	280 Grit 6" Disc (DA)	24	\$ _____	/roll of 175 discs	_____
01437	240 Grit 6" Disc	24	\$ _____	/roll of 175 discs	_____
01439	180 Grit 6" Disc	24	\$ _____	/roll of 175 discs	_____
01441	120 Grit 6" Disc	24	\$ _____	/roll of 125 discs	_____

01443	80 Grit	6" Disc	48	\$_____	/roll of 125 discs	_____
01547	40 Grit	6" Disc	24	\$_____	/box of 100	_____
01549	80 Grit	8" Disc	12	\$_____	/box of 50	_____
01550	40 Grit	8" Disc	12	\$_____	/box of 150	_____
02004	320 Grit	Wet/Dry	12	\$_____	/sleeve of 50pc	_____
02021	1000 Grit	Wet/Dry	24	\$_____	/sleeve of 50pc	_____
02022	1200 Grit	Wet/Dry	24	\$_____	/sleeve of 50pc	_____
		5-1/2 x 9"				
02023	1500 Grit	Wet/Dry	12	\$_____	/sleeve of 50pc	_____
02035	800 Grit	Wet/Dry	12	\$_____	/sleeve of 50pc	_____
02038	400 Grit	Wet/Dry	24	\$_____	/sleeve of 50pc	_____
02036	600 Grit	Wet/Dry	24	\$_____	/sleeve of 50pc	_____
02134	100 Grit	Sheet	6	\$_____	/box of 200	_____
02220	80 Grit	Air File	6	\$_____	/box of 100	_____
02222	36 Grit	Air File	6	\$_____	/box of 100	_____
02248	40 Grit	Air File	6	\$_____	/box of 100	_____
02230	80 Grit	2" Stick-it	6	\$_____	/box of 100	_____
02231	40 Grit	2" Stick-it	6	\$_____	/box of 100	_____
02400	80 Grit	2" Sheet	6	\$_____	/sleeve of 100	_____
02595	180 Grit	Stikit Gold	6	\$_____	/135' roll	_____
02598	100 Grit	Stikit Gold	6	\$_____	/90' roll	_____

Please complete the following section and submit with your bid. Bidders may submit multiple manufacturers, per section, if applicable.

SECTION I – PAINT-1st line

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

SECTION IA – PAINT-2nd line

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

SECTION II – PAINT PRODUCTS

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

SECTION III – GENERAL PAINT PRODUCTS

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

SECTION IV – GENERAL SUPPLIES

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

SECTION V – SANDPAPER

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

TAC280A
Automotive Paint and Supplies
Equipment Management Department

INTENT:

It is the intent of this bid invitation to obtain bid proposals for furnishing **Automotive Paint and Supplies** to the City of Tulsa, Equipment Management Department.

PRE-BID CONFERENCE:

A pre-bid conference will be held on Thursday, July 18, 2002 at City Hall, 200 Civic Center, Room 1102, Tulsa, OK at 1:00 p.m., for the purpose of answering any questions pertaining to the scope of service and these specifications.

GENERAL SPECIFICATIONS:

Bids will be accepted only from established automotive paint and body shop supply companies that have warehousing capabilities and the resources to match and blend paint.

Bidders are to submit one (1) original with four (4) copies of bid. Failure to do so may result in rejection of bid.

Bidders must carry a complete stock of various items listed herein so that over the counter purchases can be made on most commonly used items. The products listed on the Pricing Page(s) Summary are strictly items that are most commonly purchased to fulfill the needs of the City's Collision Repair Center and do not represent the entire scope of products to be purchased on this contract. The City desires the ability to purchase any item within the Automotive Paint & Supply line offered on the Manufacturer's Price List at the stated discount.

If a particular manufacturer's name or brand is specified, bids will be considered on other brands or products bidding an acceptable **equivalent** quality from other manufacturers. On all other items, the bidder shall indicate clearly the product or brand on which he is bidding and shall furnish samples if requested, so that a comparison can be made. Each bidder may bid a 1st line warranted paint product (such as Dupont, Sherwin-Williams, PPG) and a 2nd line non-warranted paint product.

Any exceptions to or deviations from the specifications set forth in this bid shall be clearly described in the vendor's bid. Please make as many attachments to your bid submission as necessary.

Bidders must submit one (1) copy of the Manufacturer's Suggested Price List for each product line offered, and one(1) copy of the Manufacturer's Product

Catalog. Failure to include price lists and catalogs may result in the rejection of your bid. The percentage discount is to remain firm for the term of the contract. However, if a manufacturer publishes a new price list, the vendor is to supply that price list to the Buyer prior to implementing the new pricing on City invoices.

The selected paint and supplies vendor will be required to furnish, at no additional charge, a **paint mixing machine** and all necessary hardware to be utilized in the Equipment Management Department's Collision Repair Center. The awarded vendor will be required to stock and maintain a fully operational paint mixing machine on site at 1790 W. Newblock Park Drive at all times. Deadline for the installation of the paint mixing machine is within thirty (30) days of the contract implementation. Items to be included are as follows:

- **Mixing stations installation**
- **Color formula computer and software**
- **Printer and labels**
- **Digital paint measurement scales**
- **Air driven paint shaker**
- **Monthly paint formula updates**

If you require more information regarding this machine, contact the City's Collision Repair Center at 596-1245 or Jay Carter at 596-9817.

The selected paint and supplies vendor will be required to supply technical training for shop staff to meet warranty certification standards at no cost. Training will also be supplied to shop staff on new paint and supplies products as available at no cost. If the training cannot be supplied at no cost, the vendor shall include the training programs and cost in the bid package.

CONTRACT:

The terms of the contract shall be for a period of one (1) year beginning from the date it is executed by the City of Tulsa. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

ASSIGNMENT:

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any persons or persons, except upon the written approval of the City of Tulsa.

BIDDER AFFIDAVITS:

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 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.

PICKUP AND DELIVERY:

Delivery of requested products to the EMD facilities will be at no charge. If delivery charges are required, the bidders are to indicate delivery charges (if any) and the amount of purchase required for such delivery.

Bidders must be able and willing to deliver in-stock paint and supplies ordered within 24 hours after receipt of order.

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.

The City of Tulsa does not guarantee any specific quantity or number of purchases that will be made during the contract period. If the vendor's prices cannot stay competitive with the outside market, the City reserves the right to purchase from outside suppliers or low bidder(s).

PURCHASE ORDERS, INVOICING AND PAYMENT:

The City may issue both itemized and blanket type purchase orders for the various City agencies.

The contract holder shall furnish the user department one (1) copy of the itemized delivery ticket.

The original invoice is to be sent directly to the City of Tulsa Accounts Payable Division, 200 Civic Center, City Hall Building, 9th Floor, Tulsa, Oklahoma 74103.

Invoices shall contain as a minimum, the following information:

1. Using agency and address
2. Purchase Order Number
3. Delivery Ticket number (if not the same as invoice number)
4. Product description
5. Unit price of product(s)
6. Total price of invoice
7. Delivery or pick-up date

Invoices for blanket purchase orders are not to exceed the dollar amount shown on the purchase order.

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.

Bid will be awarded to **one vendor** who meets these specification, can fully supply the entire list of items requested on the pricing summary page(s) and offer the lowest total cost.