

# Addendum #1

## TAC 570

EQUIPMENT MANAGEMENT DEPARTMENT

VEHICLE PARTS MANAGEMENT &  
SUPPLY

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.**

**Question**     3/20/01

**In reference to Page 11, Sec VI, A.**

What is the time frame for the Contractor's meeting the performance standards set out in this section? 85% parts on-demand, 95% parts delivery within two hours.

**Answer**

As part of their Technical Proposal, each prospective Contractor should outline their methodology for implementing their part operation as detailed in the RFP. The methodology should identify an/a "implementation" phase(s) and a "full operational" phase. If a contract is awarded as a result of this RFP, the successful proposer must meet the performance figures (page 11, sec. VI. A.) by the end of the "implementation" phase. When the Contractor enters the "full operational" phase, they will be expected to meet the specified performance standards.

During the contract finalization period, the City and the successful proposer will agree upon the time duration of the "implementation" phase.

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SIGNATURE OF AUTHORIZED AGENT

DATE



# INVITATION FOR SEALED REQUEST FOR PROPOSAL

**TAC 570**

**Description: Vehicle and Equipment Parts Management & Supply**

**Department: Equipment Management**

**NIGP Commodity Code(s): 958-41-00-000-0**

**Total pages including this page is 26**

**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://frontpage.webzone.net/purchasing>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at [pcummings@ci.tulsa.ok.us](mailto: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: April 5, 2001**

**BID NUMBER: TAC 570**

**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: March 14, 15, 16, 19, 20, 2001

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

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

\*\*\*\*\*

**THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER**

\*\*\*\*\*

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

Payment terms \_\_\_\_\_ % \_\_\_\_\_ days.

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

Enclosed is a  BID BOND ;  CASHIER'S CHECK;  Certified Check in the amount of \$ \_\_\_\_\_, 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 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 \_\_\_\_\_



## **REQUEST FOR PROPOSAL**

### **Vehicle and Equipment Parts Management and Supply Equipment Management Department**

#### **I. INTENT AND PURPOSE**

The intent of this request is to provide the City of Tulsa with proposals for the purpose of providing vehicle and equipment parts acquisition and distribution for the City of Tulsa's Equipment Management Department.

This RFP does **not** commit the City of Tulsa to award a contract, or to any obligation for costs incurred in the preparation in response to the RFP. Furthermore, the City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source or to cancel in part or in its entirety this RFP, if it is determined to be in the best interest of the City to do so.

The City will compare the performance and cost of its current in-house parts operation to proposals received in response to this RFP to determine whether a contractor could reduce the costs of fleet maintenance operations, achieve administrative simplification and achieve higher levels of efficiency in fleet maintenance operations.

#### **II. MANDATORY PRE-PROPOSAL CONFERENCE**

**A Pre-Proposal Conference will be conducted Tuesday, March 20, 2001 at 10:00 a.m., and again on Wednesday, March 21, 2001 at 10:00 a.m. for all proponents who desire to bid on these specifications. Both Conferences will be held in the Central Warehouse Conference Room at 480 W. 23<sup>rd</sup> St. All vendors wishing to be considered for this proposal are required to attend one of these meetings. Please notify Patricia Cummings, Buyer, of your intention to attend.**

**Patricia Cummings**  
**Phone: 596-7561**  
**Fax: 699-3021**  
**e-mail: [pcummings@ci.tulsa.ok.us](mailto:pcummings@ci.tulsa.ok.us)**

The purpose of the conference will be to answer any questions concerning these specifications and to receive any requests for amendments to the specifications as suggested by interested Proponents.

The City makes no assurances that any such requested amendments will be incorporated into the specifications.

**Questions to be addressed at the Pre-Proposal Conference should be addressed to the buyer and submitted in writing no later than Thursday, March 15, 2001.**

### **III. TERMS OF AGREEMENT**

If a contract is awarded as a result of this RFP, it is expected that the contractor will commence performance of services approximately sixty days after the award of the contract. The actual commencement date will be determined during finalization of any contract resulting from this RFP.

The term of this contract shall be for one year, with the option to renew for four additional twelve-month periods, upon the mutual agreement of both parties.

Notice of intent to renew will be given to the contractor in writing by the City Purchasing Agent or designee, normally sixty days before the expiration date of the current contract.

A meeting will be held no less than sixty days prior to the end of each agreement year. During this annual meeting between the City and the Contractor, the Contractor will present a summary of accomplishments relative to performance standards, budgets and overall performance. The presentation will also include recommendations for change to improve performance during the upcoming year.

### **IV. OVERVIEW OF FLEET OPERATIONS**

The Equipment Management Department (**EMD**) operates eight maintenance locations with six parts rooms. The City of Tulsa fleet consists of 4,899 vehicles and other related equipment. Approximately \$1.6 million is spent to procure and supply parts and related supplies throughout **EMD** annually. **EMD** inventories parts and supplies for the maintenance of City vehicles and equipment, which are currently valued at approximately \$570,000.

<b><u>EMD Facility</u></b>	<b><u>Facility Location</u></b>	<b><u>Type of Fleet/Equipment</u></b>
Refuse Shop	470 W. 23 <sup>rd</sup>	Heavy Equip./Vehicles
Central Warehouse	480 W. 23 <sup>rd</sup>	Heavy Equip./Vehicles
Engineering Shop	490 W. 23 <sup>rd</sup>	Heavy Equip./Vehicles
Transportation Garage	1720 Newblock Park Drive	Light Vehicles
Motorcycle Shop	1720 Newblock Park Drive	Police Motorcycles
Fire Maint./Body Shop	1790 Newblock Park Drive	Fire Apparatus/Damage Rpr.
Sewer Base	4234 N. Mingo	Heavy Equip/Vehicles
Garnett Light	5605 S. Garnett	Light Vehicles

Refer to Attachment #1, for a description of the City of Tulsa vehicle fleet and equipment, which would be covered under requirements of this Request for Proposal.

## V. SCOPE OF SERVICES

### A. **General Vendor Information**

The selected contractor shall provide personnel, management, parts, and supplies necessary to run an efficient and effective on-site parts operation that covers all hours worked by each facility, including overtime due to peak demand and emergency operations. All parts, (including grease, oil, and tires) necessary to maintain, repair and operate fleet vehicles (**to include automobile, light, medium and heavy trucks, heavy machinery and equipment**), plus those items used by other agency personnel that have been traditional stock items of the now existing stock room, will be covered by the resulting contract.

The Equipment Management Department currently maintains approximately fifty (50) contracts for parts for the maintenance of City equipment. These contracts are “exclusive” in nature. The City must buy parts from the contracted vendor that are covered by the contract, and not from any other vendor. These contracts are “assignable”, in that the contractor (of this RFP) would buy parts off of the existing contract until it expires or is cancelled. The existing parts contracts are valid for one year, but do not have a common expiration date. The contracts expire on various dates throughout the calendar year. A list of the current EMD maintained contracts will be available to vendors at the Pre-Proposal Conferences.

### B. **General Parts Information**

Original Equipment quality parts, supplies, and equipment or the equivalent or better are required. It is expected that the contracted vendor will be able to provide all of the parts required. However, the respective fleet facilities reserve the right to purchase parts and other supplies that cannot be provided by the contractor within the time frames specified, or that do not meet Original Equipment quality, or that are deemed inferior or unacceptable by the fleet facility. The City reserves the right to solicit repairs from any private vendor where said vendor may provide parts and/or labor for the repair of fleet equipment. The City further requires that in every application where reasonable and acceptable, the contractor provide retread, rebuilt, refurbished, recycled, or refined products that meet or exceed OEM, SAE, UL, Mil-spec, ANSI or other industry quality standard. The respective fleet facilities reserve the right, over the course of the contract period to determine which products must be new, refurbished, recycled, or retread. The contractor shall also accept industry standard cores for rebuilding where the parts are acceptable as core exchanges, including water pumps, carburetors, pumps, alternators, engine blocks, etc. The respective fleet facility will work with the contractor throughout the contract period to determine the parts, supplies and equipment to carry in inventory. This determination may be based on usage, fleet size, need of the part(s), ordering, turnaround time, or any combination of these factors.

## VI. VENDOR REQUIREMENTS

- A. The contractor shall have access to and control over sufficient inventory provided either by the contractor's on-site or off-site stock, its own warehouse, original equipment manufacturer and/or by negotiation with one or several local parts operations to furnish 85% of the City's parts requirements on demand and 95% of the City's parts requirements within two hours of demand. The contractor shall evaluate the usage history of the current inventory of vehicle parts and thereafter on a monthly basis to identify those that should be removed from stock, added to stock, and to determine the stocking levels of those that should remain in stock. The contractor shall adhere to the stock reorder plan detailed in their proposal. Prompt response time to parts requested is crucial.
- B. The contractor must purchase the existing **EMD** inventory, as determined at the start of the agreement, at current **EMD** cost and issue the City of Tulsa payment for said inventory. At the end of one year from the start of the Agreement or if either party terminates the Agreement, the City of Tulsa agrees to buy back the parts and materials, at the quantity level deemed appropriate by the City, at the same price as sold to contractor with no markup.

If a contract is awarded as a result of this request, **EMD** and the successful contractor shall conduct an inventory of the then existing **EMD** parts inventory. Both parties during the contract negotiation process will agree upon the valuation of the EMD inventory.

- C. The contractor shall provide stock and non-stock original equipment parts, supplies and equipment, or after market items in equal or higher quality. A minimum of Grade 8 is required on all fasteners. All hydraulic equipment, components and parts must meet JIC and SAE specifications. The City reserves the right to inspect the quality of materials, supplies and equipment proposed to be furnished and to reject any item(s) deemed not to meet original equipment standards and performance. All such items provided by the selected contractor for resale to the City will remain the property of the contractor until such item(s) are issued to the City. At its discretion, the City may elect to purchase and maintain ownership of certain specialized items. The City reserves the right to purchase parts and/or services from other sources if the contractor cannot obtain the desired part(s) by start of business the day following request and, in emergency situations, to procure parts immediately, if the contractor cannot supply the part(s) in an acceptable time frame. The contractor will be responsible for any cost above the cost specified in the contract in such cases. Additional charges incurred by the City in this case will be deducted from the contractor's monthly invoice.
- D. The contractor shall not issue parts or supplies to City personnel without a proper work order requisition. The contractor shall give a receipt containing specific information, identified by **EMD**, with items delivered to the City's employee for each work order requisitions. A second copy of the receipt will be given to the **EMD** administrative section on a weekly basis.

The receipt shall contain specific tracking information, i.e., equipment (vehicle) number, reference number, receiving employee name, legible signature(s), parts quantities, part number and alpha description, price detail and any other data deemed

necessary for effective accounting tracking. A duplicate of each transaction must be provided with the billing for verification of accounting transactions.

The contractor may be required to open an EMD work order for parts issued to a customer who has no service order.

- E. The contractor shall maintain warranty records of items sold to the City and issue any credits, including labor and parts, due the City that are covered under these warranties.
- F. All items must include full manufacturer's warranties and guarantees. The contractor must guarantee all items purchased for equipment repair and maintenance applications will fit the intended application and further guarantee that the product will work on the intended application. On-site replacement for defective, inferior, or non-fit items must be guaranteed.
- G. The contractor shall use current state of the art computer hardware and software to control and report on its operations. The computer system shall be capable of, but not limited to, providing on line information on the Parts facility inventory and other contractor owned inventories, monitoring and reporting the status of parts on hand, parts on order, parts on back order, usage of parts and services, costs, billing information and historical data on vehicles and equipment. This information will be made available to **EMD**.
- H. The contractor shall provide comprehensive activity reports from its computer database on a weekly basis. Some activity items, such as, but not limited to, lost sales, back orders and number-of-days on order will be required on a daily basis. The City reserves the right to require any information considered necessary to monitor the contractor's operation and to receive them on whatever frequency needed (i.e. daily, weekly or monthly).
- I. The contractor will use a bar coding system to identify by manufacturer part number and track all parts. The bar coding system will be compatible with the computer system used by the contractor and/or **EMD** and integrated with the system's inventory control plan.
- J. The contractor shall be responsible for entering work order parts issues data into the City's **CSI/Maximus M/4** computer module. The City prefers a contractor whose computer system is compatible with **EMD's M/4** computer module.
- K. The contractor shall provide sufficiently trained, knowledgeable and service oriented personnel to efficiently and effectively operate the total parts function as detailed. The contractor's proposal shall include provisions for staffing not only during normal working hours but also during times of emergency, vacation and sick leave. The contractor is required to have someone available on-call to issue parts after normal hours for emergency vehicle repairs. The contractor shall be responsible for the hiring, staffing, promoting, transferring and dismissal of any person employed in the

performance of the resulting contract. The contractor shall also be responsible for all wages, taxes, fringe benefits and training of these employees.

- L. The City will interview and must agree on the operations supervisor selected by the contractor. The City reserves the right to require that the contractor discipline any employee that is deemed detrimental to the parts operation. The contractor must comply with all such requests.
- M. The City reserves the right to request that the contractor's personnel perform reasonable Fleet Management activities in addition to those required by the issuing contract when appropriate.
- N. The contractor or the contractor's employees shall direct any comments, questions or concerns during the course of the resulting contract to the **EMD's** Contract Officer.
- O. The City will provide adequate and secure operations and storage area to the contractor free of charge. This will include heat, electricity, water, parts shelving, desks, phone service, terminals and printers for the City's computer system, use of the division's fax and copy machines, restroom and other such facilities and services that may be mutually agreed to.
- P. Any required changes in the physical layout of the parts room should be indicated in the proposal.
- Q. The contractor will provide specialized equipment such as terminals and printer for contractor's computer system, office machines, file cabinets, shop equipment, recycling apparatus, vehicles and other facilities and services that may be mutually agreed to.
- R. Neither **EMD** employees nor any other individual or private enterprise will be allowed to purchase parts or supplies from the on-site parts store operation. Operations, stock, facilities and management of the on-site store are to be used solely for the fleet facilities needs outlined herein. No parts shall be issued for personal use. Nothing herein however should prevent the contractor from transferring parts stock from one fleet facility shop to another to meet immediate needs of participating agency fleets.
- S. The contractor shall exercise total control over and responsibility for the facility. No one may enter the facility without the permission of the contractor's management personnel. **EMD** will retain access to the general area for routine maintenance and emergency repairs on the building or the building systems. The contractor will be granted access to the facility during non-operational hours whenever necessary to perform such activities that cannot be done during operational hours.
- T. The contractor shall be responsible for all costs associated with providing inventory, pickup/delivery, personnel and administrative overhead to operate the facility. The contractor shall define the cost accounting methodology to be used to recover these costs. The contractor is to provide the City with current verifiable price schedules of

all parts/supplies purchased during the contract period if methodology involves a cost plus basis.

- U. The contractor will invoice the City on a monthly basis no later than the first week following the end of the calendar month. The invoice shall contain a complete account of all activity for the calendar month ending, cost of all parts sold to the City and cost of transportation and special shipping for special order requests on direct charge and/or non stock items as specified in the resulting contract. The City is not to be charged freight charges on stock parts or parts available in the Tulsa County area, nor will stock part premium prices be paid if the contractor is not adhering to the proposed reorder plan.
- V. The contractor will invoice the City for reimbursement for staffing and other applicable items on the terms and conditions as specified in the resulting contract on a calendar month basis no later than the first week following the end of the calendar month. Any modification to these periods must have prior approval by **EMD** staff.
- W. The contractor shall provide training to the City employees as deemed appropriate for use of new or current products. The cost, if any, for such training will be mutually agreed upon between the City and the Contractor.

## **VII. WASTE PRODUCTS**

The contractor shall be expected to provide on-site, removal or recycling services for the following: used motor oil, used hydraulic fluid, used anti-freeze, used refrigerant, scrap and retreadable tire casings, used batteries and battery acid. Disposal of any such products shall be only in a manner prescribed by Federal, State and local laws. The fleet facilities shall have the right to obtain copies of all manifests and other records for shipping and disposal of such products to ensure proper disposal, handling and shipping, in accordance with all applicable laws. The proposal shall include disclosure of any notice of violation received by the proposer concerning shipment or disposal of any such product or other hazardous material.

## **VIII. SUBMITTAL REQUIREMENTS**

### **A. FORMAT**

The proposal must be presented in tabs as described in the paragraph that follows. To be considered substantive, the proposal must respond to all requirements of this part of the Request for Proposals. Any other information thought to be relevant, but not applicable to the enumerated categories, should be provided as an appendix to the proposal. If publications are supplied to respond to a requirement, the response should include reference to the document number and page number. This will provide a quick reference for the selection committee. Proposals not providing this reference will be considered to have no reference included in the additional documents. **The vendor must provide 10 sealed bound proposals for each Part (as described below).** Of the 10 copies submitted, at least one must contain original signatures and be marked "Original." **EACH BIDDER SHALL ACCOMPANY THEIR BID WITH A**

FULLY EXECUTED AND NOTARIZED COPY OF THE ATTACHED **NON-COLLUSION AFFIDAVIT** AND THE **INTEREST AFFIDAVIT**. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

## **B. CONTENT**

Part 1 (Technical Proposal) and Part 2 (Cost Proposal) should be submitted as two separately bound sections. Each part should contain separate, clearly labeled sections as described below:

### **Part 1 Technical Proposal**

1. Letter of Introduction: A cover letter introducing the firm, describing the ownership, including the proposer's complete address, phone number, fax number and signed by an authorized agent.
2. Statement of Project: State in concise terms, your understanding of the project presented by the Request for Proposals.
3. Management Summary: Include a narrative description of the proposed offer and list of services that will be rendered.
4. Project Approach: Describe in narrative form the technical plan for accomplishing the work and the service that will be provided under section **VI. Vendor Requirements**. Include time frames from award of contract to full service operation, the resource requirements you anticipate from **EMD** staff and equipment and other capabilities that your firm possesses. Include proposed level of inventory in terms of percent of requests filled on demand and by start of business the day following request, accessibility to inventory in remote locations, stock reorder plan, delivery response times, computer system description, implementation plan and any other information that impacts your firm's ability to provide the service outlined in this Request for Proposal.
5. References: Provide a history of your firm and a list, with customer references, of similar projects the size of the City of Tulsa's parts operation, that your firm has completed and/or is currently working.

### **Part 2. Cost Proposal**

1. Staff Cost Proposal

Define in detail the proposed methodology to be used to determine prices to charge the City for staffing the proposed facility. Address staffing during times of emergency. Provide an hourly labor rate for each of the job classifications contained in the staffing plan.

2. Parts and Supply Cost Proposal

Define in detail the proposed methodology to be used to determine prices to charge the City for parts. If the proposal references discounts from trade price

lists, include a copy of any such list. The proposal will include base figure definition from which discounts are calculated. Identify sources of supply and price list references sufficient to satisfy all parts requirements for the vehicles and equipment listed in Attachment #1.

A list of some of the most commonly used parts by **EMD** (Attachment #2) has been compiled. Prospective contractors must complete the part cost section and submit it with their proposals.

3. Services Cost Proposal

In addition to the cost of the parts and supplies, the Proposer shall provide a method of charging for the services identified in this RFP. The method of charging shall be provided in complete detail.

## **IX. SELECTION PROCESS**

The Equipment Management Department shall form an Evaluation Team to review the submitted proposals. The Evaluation Team will conduct a preliminary evaluation of all proposals on the basis of the information provided in the Technical Proposals. The Cost Proposals will be evaluated separately, and only after the Technical Proposal evaluation is complete. The date of the Cost Proposal analysis will be made available to the proposers. Bidders may be asked to meet with or speak to the evaluation team after the preliminary evaluation to answer any questions.

The City of Tulsa shall form a Selection Committee, composed of the Purchasing Agent, **EMD** Director, or their designees. The two designated persons may appoint additional members to the committee if their skills and background would contribute to the evaluation of the project proposals received. The **EMD** Evaluation Team will submit their recommendation to the Selection Committee based on the evaluation of the Technical Proposals. The Selection Committee will then evaluate the Cost Proposals of the proposers recommended by the **EMD** Evaluation Team. The Selection Committee will rank each proposal based on the following criteria and other such criteria, as the Committee deems necessary including;

- A. Professional qualifications, specialized experience and technical competence of the proposer with respect to the type parts operation described herein.
- B. Capacity and capability of the proposer with respect to such factors as cost control, quality of work and ability to provide services in the timely manner described herein.
- C. Record of the proposer of past performance in providing this type of parts operation to other agencies and private companies.
- D. Proximity to and familiarity with the area of service.
- E. Qualifications and experience of the professional and technical staff of the proposer with respect to the project described.
- F. Financial standing of the proposer.
- G. Estimated schedule for the full implementation of the parts acquisition project.
- H. Overall cost to the City of the proposed parts operation.
- I. The proposal which is most advantageous to the City.

The City will require the selected proposer to participate in negotiations. If the City is unable to reach an acceptable agreement including a fair and reasonable cost proposal for the work and acceptable terms and conditions, the Director of the Equipment Management Department may request that the Purchasing Agent terminate negotiations and continue with the next highest ranked proposer until such time as the City has negotiated an Agreement to meet the needs of the City.

The City reserves the right to terminate this procurement at any stage if the Purchasing Agent determines it to be in the City's best interest. In no event will the City be liable to Proposers for the cost or damages incurred by Proposers, team member(s), subproposers, or other interested parties in connection with the procurement process including but not limited to any costs of preparing the RFP response and participation in any conferences, oral presentation or negotiations.

The City reserves the right, at any time and in its sole and absolute discretion, to reject any or all proposals, to withdraw the RFP without notice, or to use the proposals as a basis for negotiation with one or more proposers.

**X. ADDITIONAL REQUIREMENTS AND INFORMATION:**

**(A) 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 representation, 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.

**(B) 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.

**(C) RIGHT TO AUDIT:**

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

services, materials and/or supplies furnished to the City during the term of any contract resulting between bidder and City pursuant to this bid.

**(D) 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 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 in every subcontract or purchase order of over \$10,000.00 so that the provisions will be binding upon each subcontractor or vendor.

**(E) 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.

**(F) INSURANCE:**

The contractor (and any subcontractors) shall carry and keep in force during this contract, policies of Public Liability Insurance including any contractual liability assumed under this contract in the minimum amounts set forth below and Workmen’s Compensation and Employer’s Liability Insurance in the amounts required by law. The contractor shall also furnish an Owner’s Protective Policy in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of Contractor’s Liability Coverage.

PERSONAL INJURY, EACH PERSON \$175,000  
 PROPERTY DAMAGE, EACH PERSON \$25,000  
 PERSONAL INJURY AND PROPERTY DAMAGE AGGREGATE, EACH OCCURRENCE  
 \$1,000,000

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City ten (10) days written notice of cancellation. The successful bidder shall furnish the City a certificate of insurance showing such coverage within ten (10) days following the acceptance of the bid by the City.

**(G) CONTRACT AND PERFORMANCE BOND:**

A **PERFORMANCE BOND** in the amount of **\$1,000,000.00** will be required at the time of contract signing, as well as proof of any insurance documents required herein.

**(H) PERFORMANCE BONDS, CONTRACTS AND/OR EVIDENCE OF INSURANCE**

Performance bonds, contracts and/or evidence of insurance required of the successful bidder on this bid solicitation must deliver these documents to:

**LEGAL DEPARTMENT - CITY OF TULSA  
200 CIVIC CENTER, ROOM 316  
TULSA, OK 74103**

Each performance bond or insurance certificate **MUST BE IDENTIFIED WITH BID REQUEST NUMBER OF THIS BID SOLICITATION.**



**CITY OF TULSA  
EQUIPMENT MANAGEMENT DEPARTMENT**

**ATTACHMENT #1**

This attachment lists the City of Tulsa vehicle fleet and equipment categorized by type of vehicle (equipment), make or manufacture, model, year, and quantity. The purpose of this attachment is to provide a description of the City of Tulsa vehicle fleet and equipment so that a prospective contractor can gain an idea of the composition of the fleet. The contractor can then formulate the inventory requirements necessary to meet the demands of this request. Although every effort has been made to make this list as accurate and complete as possible, the actual numbers may vary. Information in this attachment reflects the City of Tulsa vehicle fleet and equipment as of January 5, 2001.

<u>YEAR</u>	<u>MAKE &amp; MODEL</u>	<u>QUANTITY</u>
<b>Marked "Police Package" Vehicles</b>		
'91 – '93	Chevrolet, Caprice	31
'94 – '95	Chevrolet, Caprice	112
'98 – '99	Chevrolet, Lumina	16
'00	Chevrolet, Impala	23
'92 – '93	Ford, Taurus	8
'96 – '97	Ford, Crown Victoria	243
'98 – '00	Ford, Crown Victoria	<u>255</u>
	<b>Total</b>	<b>675</b>
<b>Police Motorcycles</b>		
'93 – '00	Kawasaki, KZ-1000	<b>Total 29</b>
<b>Automobiles</b>		
<b>(Includes Police unmarked)</b>		
'95	Chevrolet, Camaro	2
'87 – '95	Chevrolet, Cavalier	54
'98 – '99	Chevrolet, Lumina	7
'88 – '89	Dodge/Plymouth, Aries/Reliant	13
'97	Dodge, Intrepid	10
'97	Dodge, Neon	4

'96 – '99	Ford/Mercury, Contour/Mystique	94
'95 – '00	Ford/Mercury, Crown Victoria/Grand Marquee	10
'91 – '98	Ford, Escort	37
'00	Ford, Focus	2
'93 – '97	Ford, Mustang	10
'93 – '00	Ford/Mercury, Taurus/Sable	110
'91 – '94	Ford, Tempo	96
'94 – '95	Ford/Mercury, Thunderbird/Cougar	<u>5</u>
	<b>Total</b>	<b>454</b>

### Light Trucks

'89 – '95	Chevrolet, S-10	14
'91 – '95	Chevrolet, Blazer	14
'88 – '94	Chevrolet, C-1500 (1/2 Ton)	58
'89 – '95	Chevrolet, C-2500 (3/4 Ton)	39
'85 – '98	Chevrolet, C-3500 (1 Ton)	34
'88 – '99	Chevrolet, Suburban	25
'99	Dodge, Dakota	6
'99	Dodge, Ram (1/2 Ton)	23
'94 – '00	Ford, Ranger	30
'94 – '00	Ford, Explorer	47
'88 – '00	Ford, F150 (1/2 Ton)	115
'84 – '96	Ford, Bronco	6
'97 – '00	Ford, Expedition	6
'85 – '00	Ford, F250 (3/4 Ton)	85
'00	Ford, Excursion	2
'85 – '00	Ford, F350 (1 Ton)	<u>59</u>
	<b>Total</b>	<b>563</b>

### Vans

'89 – '94	Chevrolet, Astro	19
'82 – '95	Chevrolet, G-3500	21
'99	Dodge, Caravan	3
'86 – '97	Ford, Aerostar	47
'97 – '00	Ford, Windstar	29
'86 – '91	Ford, E250	7
'88 – '91	Ford, E350	30
'97 – '00	Ford, Club Wagon	<u>31</u>
	<b>Total</b>	<b>187</b>

### Heavy Trucks

'86	Chevrolet, C-60	8
'99 – '00	Ford, F366	10
'00	Ford, F450	5
'99	Ford, F467	3
'92 – '96	Ford, F477	13
'99	Ford, F478	2

'85 – '89	Ford, F600	11
'84 – '93	Ford, F700	23
'86 – '93	Ford, F800	10
'85 – '90	Ford, L8000	6
	GMC	5
'85 – '88	Int'l Harvester (IHC), S-1900	15
'88 – '00	IHC, 2554	84
'85 – '00	IHC, 4700	30
'91 – '01	IHC, 4900	80
'85 – '99	IHC, Dump Truck	44
'70s	IHC, Misc.	15
'92 – '00	Crane Carrier, IRL	5
'00	Sterling, L7501	1
'00	Isuzu, 3 Ton	<u>1</u>
	<b>Total</b>	<b>371</b>

### Fire Apparatus

'94	Boardman, Pumper	4
'89	Chevrolet, C-2500	2
'85 – '91	EO, Pumper	23
'86 – '91	EO, Ladder	4
'90	IHC, 4900	1
'92	Pierce, Pumper	2
'00	Pierce, Ladder	3
'95	Pierce, Snorkel	1
'00	Pierce, Aerial	2
'97	Pierce, Quantum	2
'96	Saulsbury, Hazmat	1
'94 – '97	Simon-Duplr, Aerialscope	2
'92	Simon-Duplr, Ladder	<u>1</u>
	<b>Total</b>	<b>48</b>
	<b>Grand Total of Vehicles</b>	<b>2,327</b>

### Tractors, Graders, Front End Loaders, Backhoes, Gradalls, etc.

**Total 272**

### Portable Generators (Onan and Misc.)

**Total 59**

### Trailers (equipment, flatbed, horse, etc.)

**Total 231**

The City of Tulsa owns a large inventory of mowers, trimmers, chippers, spreader, carts, etc. The owning Departments generally maintain these types of small equipment. If the City of Tulsa owns vehicles and/or equipment not listed on this attachment, the contracted vendor will still be responsible for supplying parts to maintain the vehicles/equipment.



31S	BATTERY	110		ASBCH	CONTROL, ARROW BOARD	2	
31P	BATTERY	4		207-2110	CART TIPPER ASSY. - CCC	2	
4DLT	BATTERY			288T416	BLADE, SWEEP	2	
65	BATTERY	135		308-210	CONTROL, SPEED - CCC	2	
75	BATTERY	17		319C309	TUBE, HYD.	4	
31E	BATTERY	16		328346-20X	CABLE PTO 20 FT.	3	
				346C18	AIR ST VALVE	3	
<b>MISCELLANEOUS AUTOMOTIVE PARTS</b>				<b>MISCELLANEOUS AUTOMOTIVE PARTS</b>			
<b>PART #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>PRICE</b>	<b>PART #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>PRICE</b>
811-525	KING PIN KIT - CCC	2		1520AD	LIGHT, AMBER MARKER	6	
813774	STEERING KNUCKLE - CCC	2		222	CONTROL LGT BAR 9670A	8	
107796	DRYER KIT BENDIX	13		270-2729	MOUNT, MOTOR	7	
1693117C1	A/C ACCUMULATOR/FILTER	4		31-15	WIPER BLADES	48	
1693479C91	SOLENOID STARTER	2		31-16	WIPER BLADES	40	
1697207C91	SWITCH, TURN SIGNAL	7		31-17	WIPER BLADES	54	
1817687C96	PUMP WATER	2		31-18	WIPER BLADES	184	
2042616C1	SWITCH, TURN SIGNAL	6		31-20	WIPER BLADES	60	
3515596C1	BELT INTERNATIONAL	6		31-22	WIPER BLADES	28	
476245C1	FLASHER, 552 97 I/H	33		321-1036	ALTERNATOR	1	
554745C1	FLAP, MUD	68		321-1037	ALTERNATOR	1	
990952C93	PADS, BRAKE	7		321-1069	ALTERNATOR	1	
ZEE1500	MIRROR .22	24		321-1107	ALTERNATOR 96 SUB	1	
40-4307	CALIPER REMAN	2		322	ALARM BACKUP 97 DB	9	
E5UZ13341D	SWITCH, TURN SIGNAL	2		34741	SHOCKS, FRONT	8	
E7TZ9H307B	SENDER, FUEL TANK	1		33189	DRIER	3	
E8TZ9F593C	INJECTOR, FUEL	8		377A	LIGHT, STROBE 92 CCC	76	
F1TZ13411A	SOCKET ASSY.	1		40-4225	CALIPER, BRAKE	3	
F7UZ1130AA	CVR ASSY.	7		40-4307	CALIPER, BRAKE	3	
F8LZ12B579AA	SENSOR	1		5050835	BELT	2	
8053501F	SCREEN, DIAMOND Z 94593	4		5050855	BELT	2	
518APH12	SWITCH, MURPHY SAFETY	2		5060875	BELT	3	
AR72307	WATER PUMP JOHN DEERE	1		5060880	BELT	4	
AT114691P	STREET PAD JD OUTRIGGER	24		5060955	BELT	23	
AL58788	SOLENOID JOHN DEERE	1		5061020	BELT	10	
AH150023	CYL. STEERING JDEERE	1		6662	WIRE SET	6	
AT129542	WHEEL JOHN DEERE	1		7073	MIRROR	71	

AT164552	VALVE, CONTROL	1				
AT182221	QUICK COUP CY JD	2		SAE10W30	ENGINE OIL 55 GAL DRUM	4840 QTS
AT181721	24" HD BUCKET JD	1		SAE5W30	ENGINE OIL 55 GAL DRUM	2640 QTS
AT184193	IDLER ASSY. JD	2		SAE90W	OIL DIFF./TRANS.	2574 QTS
KV11631	72" BUCKET JD	1		#35	GREASE, W. BEARING DRUM	2 DRUMS
RE57115	PUMP, INJECTOR JD	1		14 OZ. TUBE	TUBE, 14 OZ. GREASE	15064
3295A	DRUM, BRAKE REAR	14		GREASE	5 GAL GREASE	1
33469	WHEEL CYL.	5		5 GAL/ 32AW	HYD. FLUID	6
4515MB21	SHOCKS, BRAKE	49		AEROSHELL 50	50 W NON-DET. OIL, QRTS.	24
113	CHEMTOOL SPRAY	192		DEXRON 2	FLUID TRANS. 55 GAL DRUM	5720
WW16	CLEANER WINDSHIELD	129		DEXRON 3	QRTS DEXRON 3-12 PER CASE	60
1010AD	LIGHT CLEARANCE	55		GALAF	ANTIFREEZE	12
10229	CAP, RADIATOR	9		HYD. OIL - 5	OIL HYD. TRACTOR 5 GAL	16
107DA	FLUID, STARTING	132		JT7 85W140	OIL, HIGH TEMP	1
1112	CLEANER, FUEL INJECTION	18		K-1	KEROSENE 55 GAL DRUM	3
15-20189	COMPRESSOR, A/C	5		QT 15W40	MOTOR OIL	12
<b>MISCELLANEOUS AUTOMOTIVE PARTS</b>						
<b>PART #</b>	<b>DESCRIPTION</b>	<b>QUANTITY</b>	<b>PRICE</b>			
ROTELLAT - 55	15/40 55 GAL DRUM	880 QTS				
ROZEP 32	OIL HYD. 55 GAL DRUM	21340 QTS				
SAE 15W40	OIL, MOTOR	27148 QTS				
SAE 30	OIL, MOTOR QTS	36				
J20A	FLUID HYDRAULIC	320				
ISO 32	FLUID HYDRAULIC	500				
ISO 46	FLUID HYDRAULIC	1560				
ISO 68	FLUID HYDRAULIC	60				
KV 35	OIL, HYD. - UL APPROVED	120				