



## INVITATION FOR SEALED BID

**TAC #647**

**Description: FREON EXTRACTION SERVICES**

**Department: City of Tulsa**

**NIGP Commodity Code(s): 926-45-00-00-000-0**

**Total pages including this page is 12**

**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 Web-site : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)**

**You must notify the buyer Darlene Donica of your intent to bid by e-mail [ddonica@ci.tulsa.ok.us](mailto:ddonica@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.**

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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: DECEMBER 12, 2002**

**BID NUMBER: TAC 647**

**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: DECEMBER 5, 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

**DARLENE DONICA 918-596-7558**

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

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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)

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.



# 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

My Commission # \_\_\_\_\_

**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

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Vendor Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
Date: \_\_\_\_\_

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**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.**

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## TAC 647

2000 Freon Extraction Services \$ \_\_\_\_\_/ea

Number of appliances to be serviced per year is approximate. The City does not guarantee any specific number to be serviced.

This is for Freon bearing appliances only.

Contractor will dispose of appliances at no cost to the City of Tulsa.

**NOTE: BIDDERS MUST SUBMIT ONE (1) ORIGINAL BID AND TWO (2) COPIES, EACH WITH ATTACHMENTS AS NECESSARY TO SHOW COMPLIANCE WITH BID SPECIFICATIONS.**

**Bidder must provide EPA Certification with your bid documents.  
For questions please contact: Frank Erwin @ 918-596-9451**

**TAC 647  
FREON EXTRACTION SERVICES  
CITY OF TULSA**

**SERVICES REQUIRED:**

Evacuation of freon from appliances collected via the bulky waste service provided as part of the residential refuse collection program.

**PURPOSE:**

Included in regulations promulgated by the EPA in Section 608 (Refrigerant Recycling Rule) of the Clean Air Act of 1990 are very stringent requirements regarding the evacuation and reclamation of freon from appliances. It is incumbent upon the City of Tulsa to comply with these Federal regulations.

**SPECIFICATIONS:**

- A. Service shall be provided by an EPA certified technician using properly certified equipment. Service provided shall include proper evacuation and reclamation of the freon and proper disposal of the freon and the evacuated appliance. A copy of your EPA Certification must be provided with your bid submittal.
- B. The service shall be performed at a site provided by the successful bidder. The service site shall be located within a nine (9) mile radius originating at the intersection of 31<sup>st</sup> Street (South) and Yale Avenue.
- C. Appliances collected by TRI and the City of Tulsa are to be delivered to the successful bidder and are to be offloaded within 30 minutes of arrival. Some refrigerators and freezers may be odorous. Units will be accepted in the condition they are delivered, some may have small amounts of food waste.
- D. The successful bidder shall be totally responsible for any and all liabilities arising from violations of the EPA Clean Air Act regulations.
- E. The City of Tulsa estimates 1,500 to 2000 freon-bearing appliances will need to be serviced annually. Types of appliances include refrigerators, freezers, air conditioners, and certain dehumidifiers.
- F. The bid price submitted shall be on a per unit (appliance) basis. Reporting and related monitoring will be prescribed by the City of Tulsa. Payment to vendor will be monthly, following receipt and approval of invoice.
- G. After the first full year following execution of the contract, the unit price for freon evacuation services shall be increased or decreased each renewal based upon

the percentage change of the Consumer Price Index (CPI) for Urban Wage Earners and Clerical Workers during the previous calendar year (January to January). The percentage change in the CPI shall be rounded to the nearest tenth of a percent ( or nearest one thousandth when expressed as a decimal). The increase or decrease in any year is limited to 5%. **Any request for increase or decrease must be made in writing to the Purchasing Division ninety (90) days prior to renewal.**

H. The primary term of the Contract for Freon Evacuation Services and Processing Services shall be for one (1) year commencing upon execution of this contract, with the option to renew the Contract for eight (8) one year periods upon ninety (90) days written notice to/from Contractor prior to the expiration of the current term of the Contract.

I. Liability and Indemnification. Contractor shall maintain worker's compensation coverage in accordance with the requirements of the State of Oklahoma. The contractor shall maintain a general commercial liability policy with limits of no less than \$1,000,000.00 per individual loss, \$2,000,000.00 aggregate. Contractor shall furnish City of Tulsa and the Tulsa Authority for the Recovery of Energy (TARE) a certificate of insurance naming the City of Tulsa and TARE as additional insureds on the general commercial liability policy which will include a provision that such insurance shall not be cancelled without at least 30 days written notice to the City of Tulsa and TARE. The provider of such insurance shall be a reputable company authorized to transact business in the State of Oklahoma. Contractor agrees to hold harmless and indemnify the City of Tulsa and TARE from any and all loss, cost, or expense including attorney's fees incurred as a result of the contractor's operation of extracting freon from delivered units as herein contemplated.

### **ASSIGNMENT:**

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

Contractor shall comply with all applicable governmental laws and regulations.

### **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. Pencil will not be accepted.

## **ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications, or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

## **AWARD OF BID:**

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

### 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.