

# Addendum #1

## TAC 71

CITY OF TULSA

Gasoline & Diesel

**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.**

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(Name of Vendor)

hereby guarantees that it will furnish the City of Tulsa with their full requirement of gasoline and diesel fuel per bid in time of shortage or crisis, providing there are no government restrictions such as an allocation program prohibiting such supply.

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Signature of Authorized Agent

Date



## INVITATION FOR SEALED BID

### TAC 71

Description: Gasoline & Diesel

Department: Equipment Management Department

NIGP Commodity Code(s): 405-15-00-000-0

Total pages including this page is 16

**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](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 71**

**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 26, 27, 28, 29, 30, 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

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**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 \$ None, 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.

# INTEREST AFFIDAVIT

STATE OF \_\_\_\_\_ }  
  } ss  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_

NOTARY PUBLIC SIGNATURE

My Commission Expires:  
\_\_\_\_\_

**The Interest Affidavit must be completed, signed by an authorized agent, and notarized.**

# BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

\_\_\_\_\_, of lawful age, being first duly sworn on oath says

**Authorized Agent**

1. (s)he is the duly authorized agent of \_\_\_\_\_, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
  - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
  - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
MY COMMISSION EXPIRES

**The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.**

# CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders  
For Contracts with the City of Tulsa  
(Please print or type)

Project No. or Description \_\_\_\_\_  
\_\_\_\_\_

Full Name of Bidder \_\_\_\_\_

Legal Identity  
(Corporation, Partnership,  
Individual, etc.) \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

FAX No. \_\_\_\_\_

Taxpayer Identification Number \_\_\_\_\_

Contact Person \_\_\_\_\_

Phone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-mail address \_\_\_\_\_

Webpage Address \_\_\_\_\_

# Price Sheet Summary

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Vendor

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

**You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.**

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## TAC 71 Gasoline & Diesel Fuel Equipment Management Department SECTION 1 (Transport Load)

### SECTION 1 Bid Constant

- Item #1:** Unleaded Gasoline: \$ \_\_\_\_\_ add to "CPC" average rack posting
- Item #2:** Super Unleaded Gasoline: \$ \_\_\_\_\_ add to "C.P.C." average rack posting
- Item #3:** Number 2 Diesel Fuel: \$ \_\_\_\_\_ add to "C.P.C." average rack posting
- Item #4:** Number 1 Diesel Fuel: \$ \_\_\_\_\_ add to "C.P.C." average rack posting

### SECTION 2 (Tank Wagon Loads)

- Item #1:** Unleaded Gasoline: \$ \_\_\_\_\_ add to "C.P.C." average rack posting
- Item #2:** Super Unleaded Gasoline: \$ \_\_\_\_\_ add to "C.P.C." average rack posting
- Item #3:** Number 2 Diesel Fuel: \$ \_\_\_\_\_ add to "C.P.C." average rack posting
- Item #4:** Number 1 Diesel Fuel: \$ \_\_\_\_\_ add to "C.P.C." average rack posting

# **TAC #71**

# **GASOLINE AND DIESEL FUEL**

# **CITY OF TULSA**

## **INTENT:**

To secure sealed bids for the supply of **Gasoline and Diesel Fuel** for the City of Tulsa, Oklahoma, on an annual basis.

## **GENERAL:**

Bidders are to bid in accordance with the minimum specifications as set forth in this bid. Failure to comply will result in rejection of your bid.

Prices bid per gallon must be the City's net constant cost and include all stop and freight charges, superfund charges and any other charges not specifically identified.

The successful bidder must furnish a written guarantee that in time of shortage or crisis they will furnish the city with their full requirement.

## **PRICES:**

Prices bid shall be based on the "Computer Petroleum Corporation" publication wholesale average rack posting nearest to the delivery point at the time of delivery.

The successful bidder will be required to either furnish this publication to the City or provide verification with each invoice, at no additional cost to the City.

## **PERFORMANCE BOND:**

The successful bidder will be required to enter into contract with the City within ten (10) days after submission of such and post a performance bond in the amount of **\$5,000.00**. The Purchasing Agent may waive continuance of the Performance Bond after the first contract year.

## **CONTRACT TERM:**

The term of the contract will be for one (1) year with the option to renew four (4) additional years, renewable annually with the consent of both parties.

### **DELIVERY LOCATIONS:**

1. 1720 Newblock Park Drive
2. 450 West 23rd Street
3. 5675 South Garnett
4. 6666 South Union
5. 4508 East Mohawk Blvd.
6. 151st & South Garnett
7. 10122 E. 11<sup>th</sup>
8. 3411 N. Columbia
9. 4234 N. Mingo
10. 7515 S. Riverside

**Additional storage places within the City may be designated at the option of the City.**

### **DELIVERIES:**

Deliveries shall be made to the various locations in the City of Tulsa listed in these specifications, and the city reserves the right to add other locations or delete locations during the term of the contract without affecting the contract price.

Orders will be placed by telephone from the City of Tulsa and deliveries shall be made promptly. Should the contractor fail to deliver gasoline promptly when ordered, the City reserves the right to purchase the gasoline elsewhere, in which case the extra cost of purchasing the gasoline above the contract price may be charged against the Contractor by deducting that amount from any monies which may be due or become due him. Prompt delivery shall be construed as meaning within 48 hours after placement of phone order by the City.

All delivery costs must be included in the bid price.

### **INSPECTION AND TESTING:**

During the term of the contract, a quart sample of gasoline, representative of the shipment received, may be taken from any delivery by the City at random and forwarded to an independent laboratory for examination and analysis. Gasoline not conforming to specifications or found unsatisfactory, due to the presence of foreign matter or for any other reason will be rejected and the Contractor may be requested by the City to remove the gasoline at no cost to the City and to replace it immediately without further charge.

The cost of laboratory testing of gasoline found to be defective will be charged back to the Contractor.

### **BID CONSTANT:**

The Bid Constant is the amount per gallon the bidder submits as a constant price which together with the Daily Rack Average Price per gallon is the total cost to the City on any given day for product that is delivered to the City of Tulsa.

The Constant figure is all of the bidder's overhead costs, profit, and any other costs the bidder adds for him/himself.

### **RIGHT TO AUDIT:**

Bidder fully understands that it is a condition of this bid to allow the City to audit for goods, services, materials and/or supplies provided to the City of Tulsa. Bidder agrees to provide timely access to its books and records on Bidder's premises upon reasonable request by City staff. Bidder further agrees that it shall provide City personnel reasonable access and such clerical assistance as City staff may require for examination and audit of those portions of Bidder's books and records relating to the goods, services, materials and/or supplies furnished to the City during the term of any contract between Bidder and City.

### **AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

### **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.

**Terms and conditions shown on page 4 apply to this transaction.**

# UNLEADED MIDGRADE GASOLINE

<u>TEST</u>	<u>SPECIFICATIONS</u>	<u>METHOD</u>
API Gravity	Report	ASTM D-287
RVP	12.0 max.	ASTM D-323
Color	Undyed	
Dist. % Evap.		ASTM D-86
IBP	--	
10	131 max.	
50	160 min. 260 max.	
90	374 max.	
95	--	
EP	437 max.	
% Rec.	--	
% Res.	2.0 max.	
% Loss	--	
RSH Sulfur Wt.%	.0010 max.	ASTM D-3227
Total Sulfur Wt. %	.1000 max.	ASTM D-3120
RON	Report	ASTM D-2699
MON	Report	ASTM D-2700
R+M/2	89.0 min.	
Gums Mg/100M1	5.0 max.	ASTM D-381
Lead g/gal.	0.05 max.	ASTM D-3237
Corrosion	1 max.	ASTM D-130
V/L @ 20/1	114 min.	ASTM D-2533
Ox. Stability	360 min.	ASTM D-525

# UNLEADED SUPER PREMIUM GASOLINE

API Gravity	Report	ASTM D-287
RVP	11.5 max.	ASTM D-323
Color	Undyed	
Dist. % Evap.		ASTM D-86
IBP	--	
10	131 max.	
50	170 min. 240 max.	
90	365 max.	
95	--	
EP	437 max.	
% Rec.	--	
% Res.	2.0 max.	
% Loss	--	
RSH Sulfur Wt.%	.0010 max.	ASTM D-3227
Total Sulfur Wt.%	.1000 max.	ASTM D-3120
RON	Report	ASTM D-2699
MON	Report	ASTM D-2700
R+M/2	92.0 min.	
Gums Mg/100M1	5.0 max.	ASTM D-381
Lead g/gal.	0.05 max.	ASTM D-3237
Corrosion	1 max.	ASTM D-130
V/L @ 20/1	124 min.	ASTM D-2533
Ox. Stability	360 min.	ASTM D-525

## **DIESEL FUEL: (ITEM 3)**

Fuel furnished under this item shall be guaranteed by the supplier to conform to all standards as required by the industry under the designation as **Diesel Fuel No. 1 and No. 2.**

### **Mandatory Requirements** **(To be completed by Bidder)**

1. All gasoline fuel shall conform to ASTM D-439-81 Standard Specification and any ASTM revision thereafter.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

2. All gasoline fuel shall have a minimum octane (Ron and Mon/2 of 87).

\_\_\_\_\_ Yes    \_\_\_\_\_ No

3. All diesel fuel shall conform to ASTM D-975-81 Standard Specification and any ASTM revision thereafter.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

4. All diesel fuel shall be blended for climatic conditions at each delivery site.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

5. All gasoline and diesel fuel shall have a maximum shelf life of one (1) year.

\_\_\_\_\_ Yes    \_\_\_\_\_ No    Shelf Life: \_\_\_\_\_ Year(s)

6. All gasoline and diesel fuel shall be guaranteed against any damage to equipment resulting from the proper use of the product.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

7. The contracted vendor(s) will be required to service a minimum tank size of **500** gallons.

\_\_\_\_\_ Yes    \_\_\_\_\_ No

8. The contracted vendor(s) shall make tank wagon deliveries for gasoline of a maximum of 7,999 gallons. Transport deliveries for gasoline shall be for a maximum of 8,000 gallons. Tank wagon deliveries for diesel fuel shall be for a maximum of 6,999 gallons. Transport deliveries for diesel fuel shall be for a minimum of 7,000 gallons. Will vendor comply?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

9. A delivery ticket which delineates the contractor's name, address, brand of fuel, grade of fuel and dip stick reading prior to unloading and following unloading shall be provided at the time of each delivery. Will vendor comply?

\_\_\_\_\_ Yes    \_\_\_\_\_ No

The City shall only authorize payment for the actual quantity of fuel delivered to each site.

**BIDDER'S QUESTIONNAIRE**  
**(To be completed by Bidder)**

1. What is the location of your local business office?

\_\_\_\_\_

Contract \_\_\_\_\_ Phone \_\_\_\_\_

2. What is the location of your local fuel supply outlet?

\_\_\_\_\_

Contract \_\_\_\_\_ Phone \_\_\_\_\_

3. List the major fuel supplier(s) that you intend to use to satisfy this contract.

Supplier \_\_\_\_\_

Facility  
Location \_\_\_\_\_

Contract \_\_\_\_\_ Phone \_\_\_\_\_

Supplier \_\_\_\_\_

Facility  
Location \_\_\_\_\_

Contract \_\_\_\_\_ Phone \_\_\_\_\_

4. List three (3) local government and/or large business references who can be used to determine the quality of your service and product(s).

Reference \_\_\_\_\_

Contact \_\_\_\_\_

Reference \_\_\_\_\_

Contact \_\_\_\_\_

Reference \_\_\_\_\_

Reference \_\_\_\_\_

Contact \_\_\_\_\_

5. Do you own your own fuel transporting equipment? \_\_\_\_\_ Yes \_\_\_\_\_ No

List equipment to be used for this contact.

<u>Vehicle</u>	<u>Size</u>	<u>Fuel Volume</u>
1) _____	_____	_____
2) _____	_____	_____
3) _____	_____	_____
4) _____	_____	_____
5) _____	_____	_____

6. What is the size of your business staff? \_\_\_\_\_ employees.

What is the size of your hauling staff? \_\_\_\_\_ employees.

7. As a supplier, do you maintain your own supply of gasoline and diesel fuel of the type required to satisfy the needs of this bid?

\_\_\_\_\_ Yes \_\_\_\_\_ No

Inventory Volume -

Diesel \_\_\_\_\_ gallons

Gasoline \_\_\_\_\_ gallons

8. If requested, will you provide the City Evaluation Committee with your most recent financial statement or annual report?

\_\_\_\_\_ Yes \_\_\_\_\_ No

9. Bidders agree to provide fuel under any contract resulting from this bid to Tulsa County, Tulsa Independent School District No. 1 and MTTA at contract prices.

\_\_\_\_\_ Yes \_\_\_\_\_ No