

**CITY OF DEL CITY AND/OR
DEL CITY MUNICIPAL SERVICES AUTHORITY**

REQUEST FOR PROPOSAL

Mail proposals to: FINANCE DEPARTMENT
PURCHASING DIVISION
3701 SE 15th, DEL CITY, OK 73115

Proposal for:	RFP 0305	Air Curtain
Due / Opening Date:	11/14/2023	Time: 10:00 AM

Vendor Name: _____

Mailing Address: _____

City, State, Zip: _____

Area Code, Phone: _____ Fax: _____ FEI#: _____

E-mail Address: _____

Website: _____

The City of Del City (“City”) and/or Del City Municipal Services Authority (“DCMSA”) is requesting Proposals for the attached specified products and/or services. The following document contains the terms and conditions which constitute the contract for the specified product and or service, including the minimum specifications. The contract will be awarded to the lowest and best bidder, as determined by the City of Del City and/or Del City municipal Services Authority. Submit all documents requested to the PURCHASING DIVISION at the above address. Place of opening Municipal Building 3701 SE 15th, Del City, OK.

NONCOLLUSION AFFIDAVIT

PROPOSAL INVALID IF AFFIDAVIT NOT SIGNED AND NOTARIZED

State of _____

County of _____

I _____ of lawful age, being first duly sworn, on oath says that:

1. (s)he is the duly authorized agent of _____ the Bidder/Contractor ("Contractor") submitting the proposal which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among contractors and between contractor and city 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 proposal to which this statement is attached; 2. (s)he is fully aware of the facts and circumstances surrounding the making of the proposal and/or the procurement of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such proposals; and 3. Neither the contractor nor anyone subject to the contractor's direction or control has been a party; a. to any collusion among contractors in restraint of freedom of competition by agreement to proposal at a fixed rate or to refrain from proposing, b. to any collusion with any city 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 contractors and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract, d. to paying, giving or donating or agreeing to pay, give or donate to any officer or employee of the City of Del City and/or the Del City Municipal Services Authority, any money or other thing of value, either directly, in procuring the contract to which his/her statement is attached.

Signature: _____ Title: _____

Subscribed & sworn before me this _____ day of _____, 20____

Notary Public _____ My commission expires: _____

BIDDERS PROPOSAL / CONTRACT

TERMS AND CONDITIONS

1. **PROPOSAL:** Proposals must be submitted by the Bidder/Contractor ("Contractor") on and in accordance with the PROPOSAL/CONTRACT. All sheets bid on and this form must be executed and submitted in a sealed envelope. **DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.** The face of the envelope shall contain the City's address, the date and time of the bid opening and the contract number. Proposals not submitted on the attached bid form shall be rejected. All Proposals are subject to the conditions specified herein. Proposals which do not comply with said conditions specified herein are subject to rejection. Proposals will be considered only on first quality products.
2. **PROPOSAL ACCEPTANCE PERIOD:** Proposals received after the opening date and time will not be considered.
3. **EXECUTION OF PROPOSAL:** Proposal must contain an original signature of an authorized representative in the spaces provided. Proposal must be typed or printed in ink. Use of erasable ink and penciled proposals will not be accepted. **ANY AND ALL CORRECTIONS MADE BY PROPOSER TO HIS/HER PROPOSAL MUST BE INITIALED.**
4. **NO PROPOSAL:** If not submitting a proposal, respond by returning page 1, Request for Proposal, marking it "NO PROPOSAL", Failure to respond three (3) times in succession without justification shall be cause for removal of the vendor's name from the proposal mailing list. **NOTE:** To qualify as a respondent, proposal must submit a "No PROPOSAL" and it must be received no later than the stated proposal opening date and time.
5. **OPENING:** Proposals will be opened by the Purchasing Officer and distributed to the requesting department for review and recommendation for award and submitted to the City Council for award. It is the contractor's responsibility to assure that his/her proposal is delivered at the proper time, date and place as specified in the documents. Proposals, which for any reason are not so delivered, will not be considered. **NOTE:** Proposal files may be examined during normal working hours by appointment. **PROPOSAL TABULATIONS WILL NOT BE PROVIDED BY TELEPHONE OR MAIL. TABULATIONS MAY BE OBTAINED BY VISITING www.DemandStar.com ON THE INTERNET OR AT OUR WEBSITE www.cityofdelcity.com.**
6. **PRICES, TERMS AND PAYMENT:** Firm prices shall be bid F.O.B. requesting agency and include packing, handling and shipping charges fully prepaid by the vendor.
 - A. **PROPOSAL PRICE/MISTAKES:** The proposal shall show in the proposal both the unit price and the total amount of items when indicated. In the event of a discrepancy between the unit price and the extension, **THE UNIT PRICE SHALL PREVAIL.** Prices shall be extended in decimals.
 - B. **INVOICING AND PAYMENT:** The vendor shall be paid upon submission of proper certified invoices to the ordering agency at the prices stipulated in the contract. Invoices shall contain the purchase order number. **THE VENDOR SHALL ACCEPT NO ORDER WITHOUT A PURCHASE ORDER NUMBER FROM THE CONTRACTING ENTITY.**
 - C. **TAXES:** The purchase of certain items by the City/DCMSA are exempt from the payment of excise, transportation and sales tax imposed by the Federal, State and/or City

governments. Such taxes must not be included in the proposed prices. Upon request, applicable Federal Excise Exemption certificates will be furnished.

7. **CONDITION AND PRICING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current model at the time of this bid). All containers shall be suitable for storage or shipment and all prices shall include standard commercial packaging.

8. **SAFETY STANDARDS:** Unless otherwise stipulated in the bid, all manufactured items or fabricated assemblies shall comply with applicable requirements of the Occupational Safety and Health Act and any standards there under.

9. **MANUFACTURER'S NAMES AND APPROVED EQUIVALENTS:** Unless qualified by the provision "NO SUBSTITUTE" any manufacturers' names, trade name, brand names, information and/or catalogue numbers listed in a specification are for information and not intended to limit competition. The Contractor may offer any brand for which (s)he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate in the proposal form the manufacturers' name and number. Contractor shall submit with his/her proposal, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The Contractor shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specification as listed on the bid form.

10. **AWARDS:** The City reserves the right to make award(s) by individual item, group of items, all or none, or any combination thereof; on a geographical basis and/or on a statewide basis with one (1) or more suppliers; to reject any and all proposals or waive any minor irregularity or technicality in proposals received. Contractors are cautioned to make no assumptions unless their proposal has been evaluated as being responsive. The City reserves the right to delete any item from this contract when deemed to be in the best interest of the City.

11. **SERVICE AND WARRANTY:** Unless otherwise specified, the Contractor shall define any warranty service and replacements that will be provided during and subsequent to this contract. Contractors must explain on an attached sheet to what extent warranty and service facilities are provided.

12. **SAMPLES:** Samples of items, when called for, must be furnished free of expense. Each individual sample must be labeled with the contractor's name, manufacturers' brand name and number, contract number and item reference, or as specified in the attached special conditions.

13. **NONCONFORMANCE TO CONTRACT CONDITIONS:** Items may be tested for compliance with specifications by appropriate testing laboratories. The data derived from any tests for compliance with specifications are public records and open to examination thereto in accordance with Oklahoma Statutes. Items delivered not conforming to specifications may be rejected. Any violation of these stipulations may result in the supplier's name being removed from the City and or DCMSA vendor list.

A. **TESTING:** In cases when material fails to meet specifications the cost of testing shall be borne to the vendor, both on samples and delivered materials.

14. **INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. **DESTINATION:** Shall mean delivered to the receiving dock, agency stockroom, or other point specified in the purchase order. The City accepts no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency unless loss or damage results from negligence by the ordering agency. The contract supplier shall be responsible for filing, processing, and collecting all damage claims. However, to assist in the expeditious handling of damage claims, the ordering agency will:

a) Record any evidence of visible damage on all copies of the delivering carrier's Bill of Lading.

b) Report damage (visible and concealed), in writing, to the carrier and contract supplier, within fifteen (15) days of delivery.

c) Retain the item and its shipping container including inner packaging material, until inspection is performed by the carrier, and disposition given by the contract supplier.

d) Provide the contract supplier with a copy of the carrier's Bill of Lading and damage inspection report.

15. **PATENTS AND ROYALTIES:** The contractor, without exception, shall indemnify and save harmless the City/DCMSA and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract including its use by the City/DCMSA. If the Contractor uses any design, device or materials covered by letters, patent copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.

16. **PRICE ADJUSTMENTS:** Manufacturers' price increases, or other increases in the cost of doing business may not be passed on to the City/DCMSA unless so specified in the Request for Proposal, nor may the vendor withdraw or cancel the contract, or any part of the contract for these reasons. Vendors may cancel contracts only if a vendor cancellation clause is included as a part of the Request for Proposal and then only if the contractual obligation has been fulfilled by the vendor in accordance with the terms stated in the Request for Proposal. Any price decrease effectuated during the contract period by reason of market change shall be passed on to the City.

17. **LIABILITY:** The supplier shall hold and save the City/DCMSA, its officers, agents, and employees harmless against the claims by third parties resulting from the supplier's breach of this contract or the supplier's negligence.

18. **FACILITIES:** The City/DCMSA reserves the right to inspect the contractor's facilities at any time with prior notice.

19. **THE SUCCESSFUL CONTACTOR(S) MUST PROVIDE:** Only the pertinent information or items you are bidding. Complete catalogues are not necessary - but if furnished, you are to identify exact location in catalogue and circle or identify clearly item(s) being bid.

20. **IN-STATE PREFERENCE:** An in-state preference not to exceed a five percent (5%) differential may be allowed for supplies, materials and provisions produced, manufactured, or grown in this State, 74 O.S. 85.32. If you wish to claim this preferential, place an asterisk (*) by each item so claimed and identify whether it is produced, grown or manufactured in Oklahoma. Proof of qualification rests with the vendor.

21. **WAVIER:** The City/DCMSA reserves the right to waive any General provisions, Special Provision, or minor specification deviation when considered to be in the best interest of the City/DCMSA.

22. **QUANTITIES:** Quantities of the commodities to be purchased are set forth in the specifications as specified numbers or estimates. Items of estimated quantity will be awarded on a "NO GUARANTEE" basis.

23. **TERMINATION FOR CONVENIENCE OF THE CITY/DCMSA:** The performance of work and/or the delivery of ordered materials under this contract may be terminated by the City/DCMSA, in whole or in part, whenever it is determined to be in the best interest of the City/DCMSA. Any such termination shall be affected by delivery to the vendor of a notice of termination specifying the extent to which performance of work and/or delivery of ordered materials is terminated, and the date upon which such termination becomes effective. After receipt of a notice of termination, the contractor shall stop work and/or place no further orders under the contract on the date and to the extent specified in the notice of termination.

GENERAL INFORMATION AND SPECIFICATIONS

INTENT

It is the intent of these specifications to describe to specification. The bid must be the latest model available and must be completely assembled and ready for operation upon delivery. Any item not mentioned herein, but necessary for the intended operation shall be included and shall conform to the best practice known to the industry as to quality and workmanship and be subject to these specifications in full.

It is not the intent of the Del City Municipal Services Authority to deny anyone the opportunity to bid. Alternate specifications may be accepted if found by the technical personnel to be in accordance and equal to or better than the specifications described and indicated in the bid package.

MULTIYEAR CONTRACT

INFORMATION

For further information contact Chris DeHaven, Sanitation Supervisor at (405) 671-2873.

SHIPPING

FOB: As per item six (6) on page two (2) of these bidding documents. The vendor pays all freight, delivery and/or shipping costs. Ship to location is: 4500 N.E. 4th Street, Del City OK 73115. {All prices are to include shipping cost.}

PROPOSAL IN REPLY TO SPECIFICATIONS

Any exceptions to the specifications must be noted. Details concerning the exceptions must be clearly explained. The following is a listing of the minimum specifications. Bidder to not compliance or deviation in the right-side column provided. If additional space is needed attach a page and note here.

MINIMUM SPECIFICATIONS

BIDDER SPECIFICATIONS

Air Curtain

General Description

The intent of the following specifications is to provide a general description of the equipment desired for the City of Del City. Please include comments on the “offered” column.

Alternate bids will be accepted and evaluated on the merits of the equipment described in the alternate bid. Alternate bid responses shall be marked clearly as “Alternate Bid”. The essential components of the alternate bid shall be equal to or better than the components described in this specification package. The alternate bid shall be detailed in a manner and format consistent with this specification in order to accommodate comparison.

All equipment bid on and furnished shall be the same as the manufacturer’s current production model. Accessories not specifically mentioned herein, but necessary to furnish a complete unit ready for use, shall also be included.

Component	Yes	No	Offered
Must be trailer mounted for over-the-road transportability, including full trailer lighting	_____	_____	_____
Towable by ¾ ton pickup with 2 5/16" ball	_____	_____	_____
Fully assemble (ready to use) on delivery	_____	_____	_____
Minimum 30-foot air manifold	_____	_____	_____
Trench set back of 10+ feet	_____	_____	_____
Through-put of 8 tons +	_____	_____	_____
Tier 4 engine without DEF	_____	_____	_____
Heavy duty fan	_____	_____	_____
Must have automatic emergency shut down safety feature in the event the engine overheats or loses oil pressure	_____	_____	_____
Must have instrument panel to monitor oil pressure, water temperature, tachometer	_____	_____	_____

Additional Information:

Company Submitting Bid: _____

Authorized Signature: _____