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## OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY

### PUBLIC NOTICE

The Oklahoma Environmental Management Authority will receive sealed bids at 1505 S. Rock Island (P.O. Drawer 189, if mailing), El Reno, OK 73036. Closing date for Bids has changed from 11:00 A.M. Monday, April 6, 2020, to **11:00 A.M., Tuesday, May 14, 2024** for the following:

#### **USED CERTIFIED MANUFACTURER REBUILT LANDFILL COMPACTOR**

Specifications will be available by request and on the website [www.oemaok.org](http://www.oemaok.org). Affidavits, Certificate of Non-Discrimination and Affidavit for Payments in Excess of \$1,000.00 must be executed and returned with the bidding documents. Those documents will be available on the website. Sealed envelopes must be marked on front: Bid Opening 05-14-2024 – REBUILT LANDFILL COMPACTOR. For further information contact David Griesel, General Manager, at (405) 262-0161. The Oklahoma Environmental Management Authority reserves the right to waive any informalities in the bidding, or to reject any and all bids, whichever is in the best interest of the Oklahoma Environmental Management Authority.

#### TRUSTEES

CHAIRMAN, RICK CACINI, YUKON | VICE CHAIRMAN, JEFF SADLER, OKARCHE  
CALUMET, KELLY STEWART | COUNTY COMMISSIONER, TOMAS MANSKE | EL RENO, MATT SANDIDGE  
MUSTANG, TIM ROONEY | PIEDMONT, RON CARDWELL | UNION CITY, T.J. MCCULLOUGH, JR  
GENERAL MANAGER, DAVID GRIESEL

## BID SPECIFICATIONS

### 1. COMPARISON OF BIDS:

Award will be made to the vendor(s) offering equipment, price, service, delivery and support deemed to be the lowest and best bid.

### 2. RIGHT TO REJECT BIDS:

The Authority reserves the right to reject any and all bids and to waive informalities or irregularities in bids.

### 3. BASIS FOR SELECTION AND CONDITIONS:

A responsive bid is one that meets all terms, conditions, and specifications of the bid. The bid must comply with the content requirements of the bid documents. The bidder must perform and do what the bid documents require, whether it be pricing in a certain way, attending a mandatory pre-bid conference, providing bonds, etc. Other examples where a bid might be declared and found to be non-responsive include:

- . Bid is substantially incomplete
- . Bid is not signed
- . Bid is delivered late
- . No acknowledgement of critical addenda
- . Significant discrepancies appear in the response

A responsive bid conforms to bid specifications. However, a bid which substantially conforms, though not strictly responsive, may be accepted if the variance does not affect the amount of the bid or give a bidder an advantage or benefit not allowed other bidders, or, in other words, if the variance is inconsequential. The Authority reserves the right to reject any and all bids or alternatives and waive any informality or irregularity in the bids or in the bidding, and to determine responsiveness and responsibility of bidder, including but not limited to those areas mentioned above.

### 4. ADDENDUMS:

Vendors are to indicate acknowledgement, sign, and return addendums with their response. The Authority reserves the right to reject any response(s) deemed to be non-responsive.

### 5. LITERATURE:

Bidders shall submit literature that fully describes items on which they are bidding, not later than the opening date of this bid. Any and all literature submitted must be stamped with vendor's name and address.

6. PAYMENT:

The bidder agrees to provide equipment and other requirements as stated in this request for bid. The Authority agrees to pay bidder according to the terms and conditions stated in the contract or purchase order.

Should deficiencies be detected in equipment supplied, no payment, or the commencement of a discount period, (if applicable) will be made until the defects are corrected and accepted by the Authority.

7. PAYMENT DISCOUNTS:

Any discount offered by the bidder must allow for payment after receipt and acceptance of material/equipment and correct invoice, whichever is later. In no case will discount be considered in the evaluation of bids, which require payment in less than thirty (30) days.

8. WARRANTY:

Equipment shall be warranted against defects in materials and workmanship. The bidder shall be responsible for all repairs to equipment, without cost to Authority, within the manufacturer's warranty period. The bidder/vendor shall cause the equipment to be picked up at Authority's landfill, without cost to Authority, when repairs are required, and return the repaired equipment to Authority's landfill.

9. DELIVERY INSTRUCTIONS:

All equipment shall be bid – FOB DESTINATION / FULL FREIGHT ALLOWED – delivered to the following address:

Oklahoma Environmental Management Authority  
1505 South Rock Island  
El Reno, OK 73036

Call Del Griggs (405) 409-6019, 72 hours before delivery.



OKLAHOMA ENVIRONMENTAL MANAGEMENT AUTHORITY

### Certified Rebuilt Landfill Compactor Bid Request

- Unit should have a weight 90,000 lbs. or be able to handle 600 tons per day
- Complete wheel and axle guards
  - Wire cutters,
  - Wheel scraper,
  - Maximum compaction cleats or equivalent.

Please state warranty

Service provider & location

- List specifications and include manufacturer brochures, etc.
- Quote equipment **with and without** a 2001 836G Landfill Compactor with 30872 hours as trade-in. Trade-in is available for inspection.

Price with trade-in \_\_\_\_\_

Price without trade-in \_\_\_\_\_

Bidder: \_\_\_\_\_

**CERTIFICATE OF NONDISCRIMINATION**

In connection with the performance of this contract, the vendor agrees as follows:

(A) Not to discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, or ancestry. Vendor shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, sex, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, rates of pay or other forms of compensation and selection for training including apprenticeship.

(B) In the event of the noncompliance with the nondiscrimination clause, the contract may be canceled or terminated by the O.E.M.A. Vendor may be declared by the O.E.M.A. ineligible for further contracts with said agency until satisfactory proof of intent to comply shall be made by vendor.

(C) Vendor agrees to include this nondiscrimination clause in any subcontract connected with the performance of this agreement.

(D) The vendor further certified that neither the corporate officers, nor any major stockholder, i.e., any stockholder owning in excess of ten percent (10%) of said corporation, or any partner or principal is related by either affinity or consanguinity within the third degree to the Governing Body of the O.E.M.A.

I have read the above stated clauses and agree to abide by its requirements.

\_\_\_\_\_  
BUSINESS NAME

BY: \_\_\_\_\_  
PRESIDENT/OWNER

ATTEST:

\_\_\_\_\_  
SECRETARY/NOTARY PUBLIC

**AFFIDAVIT FOR PAYMENTS IN EXCESS OF \$1,000.00**

STATE OF OKLAHOMA  
COUNTY OF \_\_\_\_\_.

The undersigned architect, contractor, supplier or engineer:, of lawful age, being first duly sworn, on oath says that this invoice number \_\_\_\_\_ has been completed or supplied in accordance with the plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elect official, officer or employee of the State of Oklahoma, any county or local subdivision of the state, of money or any other thing of value to obtain payment.

\_\_\_\_\_  
AFFIANT

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

\_\_\_\_\_  
NOTARY PUBLIC

My commission expires: \_\_\_\_ / \_\_\_\_ / \_\_\_\_.

**NOTE:**

A copy of this affidavit must be attached to any invoice submitted by an architect, contractor, engineer, or supplier of material in excess of \$1,000.00.