

INVITATION FOR SEALED BID

Bid 01-530

Description: CABINETS

Department: FIRE DEPARTMENT

NIGP Commodity Code(s): 045-00-00-00-000-0

Total pages including this page is 19

NOTE: FAXED BIDS 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

you must notify the buyer Darlene Donica of your intent to bid by e-mail 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: MAY 23, 2002

BID NUMBER: 01-530

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: MAY 14, 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

***** **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 _____
(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

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

Vendor Name: _____ Signature: _____
Date: _____

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.

BID 01-530

Total Cost for Kitchen Cabinets for Fire Stations #18 and #29

\$ _____

For further questions please contact: Mike Mallory @ 918-596-1228

BID 01-530
KITCHEN CABINETS
FIRE DEPARTMENT

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Kitchen Cabinets for Fire Stations #18 and #29** for the City of Tulsa, Fire Department.

Inasmuch as some designs of equipment vary among different manufacturers, the City may accept bids on equipment with minor deviations to the written specifications. Generally, a minor deviation is defined as a deviation which does not: (A) Materially affect the ability of the product to achieve or accomplish a necessary function or task in the manner required by the specifications; (B) Compromise the safety of the user thereof; and, (C) Produce higher latent or patent costs to the City in any of a multiplicity of ways. The City of Tulsa specifically reserves the right to make the final judgement concerning what is or is not a minor deviation and to award to the bidder(s) whose bid(s) best suit the City's need for the product being purchased.

GENERAL:

It is the intent of the Fire Department to replace the cabinets at fire station 18 and 29. Station 18 is located at 4802 S. Peoria and Station 29 is located at 7429 S. Lewis.

The cabinets, countertops and sinks will be constructed of commercial grade stainless steel.

The cabinet finish may consist of polished stainless steel.

With the exception of the sink cabinet, the base units should use one large drawer that spans the entire length of the cabinet, or two drawers that have a interior drawer width of 20 inches.

The successful bidder will obtain any and all permits that may be required for this project.

The successful bidder will provide a plan of action so as to assist the fire department in scheduling the removal and installation of the cabinets. Ideally, the project would require a minimal amount of time and station personnel would remain in-service at the station during the operational phase of the project.

Each bid will be provided with a drawing and specifications describing the selected cabinets and their layout for each fire station.

DEMOLITION AND REMOVAL:

The successful bidder will remove the existing cabinets that are specifically identified for removal.

The successful bidder will be responsible for the disposal of the removed cabinets and associated components.

FIRE STATION 18

All of the base cabinets, countertop, sink, garbage disposal, and wall cabinets will be removed from the kitchen

The wall covering behind the kitchen stove will be removed.

The successful bidder will remove the existing kitchen stove and Fryer from the kitchen. Both appliances will be placed in the apparatus room where the fire department will make arrangements for their removal from the building. The fire department will maintain possession of each appliance.

The formica covering on the wall between the cabinets will be removed and the wall prepared for installation of stainless steel trim.

FIRE STATION 29

All base cabinets, garbage disposal, and wall cabinets will be removed from the kitchen

The existing stainless steel countertops, sink, and garbage disposal will be removed and placed into the apparatus room for use at another fire station.

The kitchen stove may be removed during the construction phase of the project but it will be re-installed at the completion of the project.

NEW CABINETS FOR STATION 18:

The kitchen layout at fire station 18 is in the form of a "J". The new cabinets will produce a similar layout though the base cabinets do not need to include a radius at the end nor do they need to include multiple stacked drawer cabinets.

The sink is located in the base cabinets on the long side of the "J" with the leading edge of the two basin sink approximately 8' 0" from the first turn in the "J".

The new sink will be built into the stainless steel countertop.

The new sink will be a two-basin sink, located in the same general position as the current sink. Each basin will be approximately 13.5" wide, 16" long and 8" deep.

The sink will include a new Delta, or similar, single handle faucet with a spray attachment.

The new sink will be provided with a new garbage disposal, trap, and plumbing that is exposed within the base cabinet. The sink will use the existing water and sewer plumbing that is stubbed to the cabinet.

The total length of the base cabinets on long part of the "J" is approximately 19 feet long. The end cabinet at the top of the "J" does not need to be provided with a radius, just a finished end.

The base cabinets at the bottom of the "J" are approximately 102" measured wall to wall.

The base cabinet along the short side of the "J" is approximately 46" measured from the edge of the cabinet to the wall.

New stainless steel splashboards will be provided. The exposed wall between the base and wall cabinets will be covered with stainless steel.

Wall cabinets are located near the top of the "J" and at the bottom of the "J". The wall cabinet near the top of the "J" are approximately 27 inches wide and the wall cabinets near the bottom of the "J" are measured wall to wall at approximately 102 inches with corner cabinets on each end. A small 21 inch wall cabinet extends from the corner cabinet along the short side of the "J".

All wall cabinets will extend to the underside of the suspended ceiling.

A stainless steel wall covering will be provided from floor to the underside of the range hood along the entire length of the existing range hood, approximately 60 inches.

A stainless steel partition will separate the stove from the edge of the refrigerator.

There will be no wall cabinets above the refrigerator in anticipation of a hood range extinguishing system.

At the completion of the project, a new stainless steel stove will be installed. The stove measures approximately 56 inches in length and should fit neatly beneath the range hood.

Photos and sketch of the layout on attachment "A".
Drawings are NOT to scale.

NEW CABINETS FOR STATION 29:

The kitchen layout at fire station 29 consists of a series of base and wall cabinets located on the north wall of the kitchen and an island of base cabinets that separates the kitchen area from the dining area.

The sink is located in the middle of the base cabinets located along the north wall.

The new sink will be built into the stainless steel countertop.

The new sink will be a two-basin sink, located in the same general position as the current sink. Each basin will be approximately 13.5" wide, 16" long and 8" deep.

The sink will include a new Delta, or similar, single handle faucet with a spray attachment.

In addition to the new countertops for the base cabinets along the north wall, the island cabinet will be provided with a new stainless steel countertop.

The new sink will be provided with a new garbage disposal, trap, and plumbing that is exposed within the base cabinet. The sink will use the existing water and sewer plumbing that is stubbed to the cabinet.

The base cabinets along the north wall provide a total length of 117 inches, measured on top of the existing countertops.

The base cabinets serving as a island have a total length of 146 inches, measured on top of the existing countertops.

New stainless steel splashboards will be provided. The exposed wall between the base and wall cabinets will be covered with stainless steel. The existing stainless steel will be used if possible.

The wall cabinets are located only on the north wall of the kitchen. On the west side, there are wall cabinets above the refrigerator for a distance of 39 inches. There are 117 inches of eall cabinets located directly above the base cabinets and an additiional 60 inches of short wall cabinets above the existing range hood.

Stainless steel will be used to protect the exposed wall surfaces on the north and east sides of the stove.

Photos and sketch of the layout are Attachments "B" and "C"
Drawings are NOT to scale.

CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS:

General Liability: The City of Tulsa shall not be liable for any loss or damage sustained by the contractor. The contractor shall save the City of Tulsa whole and harmless from any and all claims of whatsoever nature growing out of or resulting from or in any way connected with the exercise of the privilege herein granted. Contractor will exercise every necessary precaution for the safety of the property and the protection of any and

all persons and/or property located adjacent to or making passage through said property.

Liens: The contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's materialmen's and mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

Premiums: Premiums on all insurance policies shall be paid by the Contractor and shall be deemed included in his service agreement unless otherwise specified.

INSURANCE:

The contractor, and any subcontractors, shall carry and keep in force during the term of the contract policies of public liability insurance including any contractual liability assumed under the 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 and 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	\$1,000,000.00

The policy shall provide a clause stating that it cannot be cancelled 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.

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 employees 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, so that the provisions will be binding upon each subcontractor or vendor.

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.

PRICING:

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by vendor to destination and subject only to cash discount for prompt payment of invoice.

DESCRIPTIVE LITERATURE, BROCHURES, SPECIFICATIONS SHEETS:

Bidders must provide descriptive literature, brochures and or specification sheets on product bidding. This information is to be part of your bid and included with your bid package. Failure to comply may result in rejection of your bid.

BIDDER'S PROPOSAL COLUMN:

Bidder shall complete **every** space in Section 2, Bidder's Proposal Column. The bidder shall give a complete description of the item being bid such as, sizes, capacities, dimensions, etc. Markings such as checks and blank spaces will be considered as non-responsive and reason for rejection. The word **comply** will be interpreted as meaning the **same** as specified.

DELIVERY:

Delivery time must be stated in days in the appropriate spaces of the cover sheet. Indefinite terms such as "promptly", "without delay", etc., will not be given consideration. Failure to indicate delivery time shall be cause for rejection of the bid.

BIDDER AFFIDAVITS:

Each bidder shall accompany his bid with a fully executed and notarized copy of the attached Non-Collusion Affidavit and the Interest Affidavit. Failure to do so shall be cause for rejection of the bid.

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.

ATTACHMENT "A"

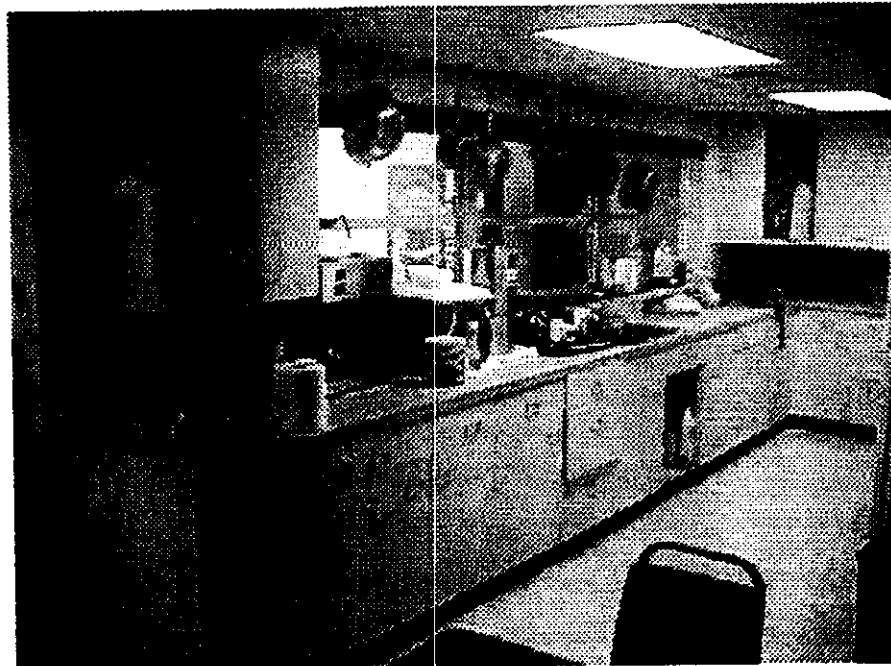
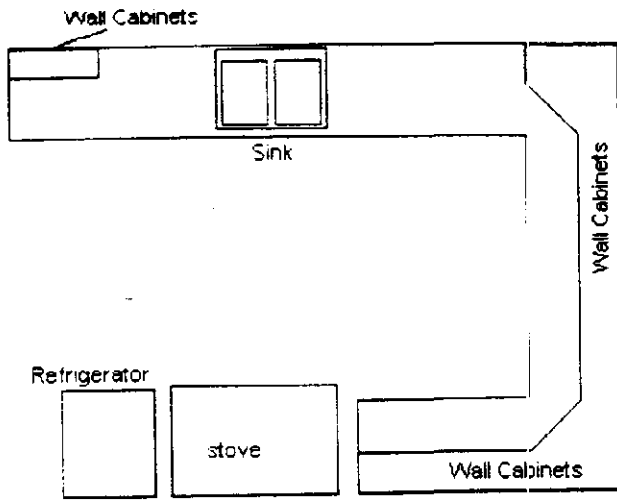


Photo #1
Long side of the "J" at fire station 18



Photo #2
Bottom and short side of the "J" at fire station 18

ATTACHMENT "B"

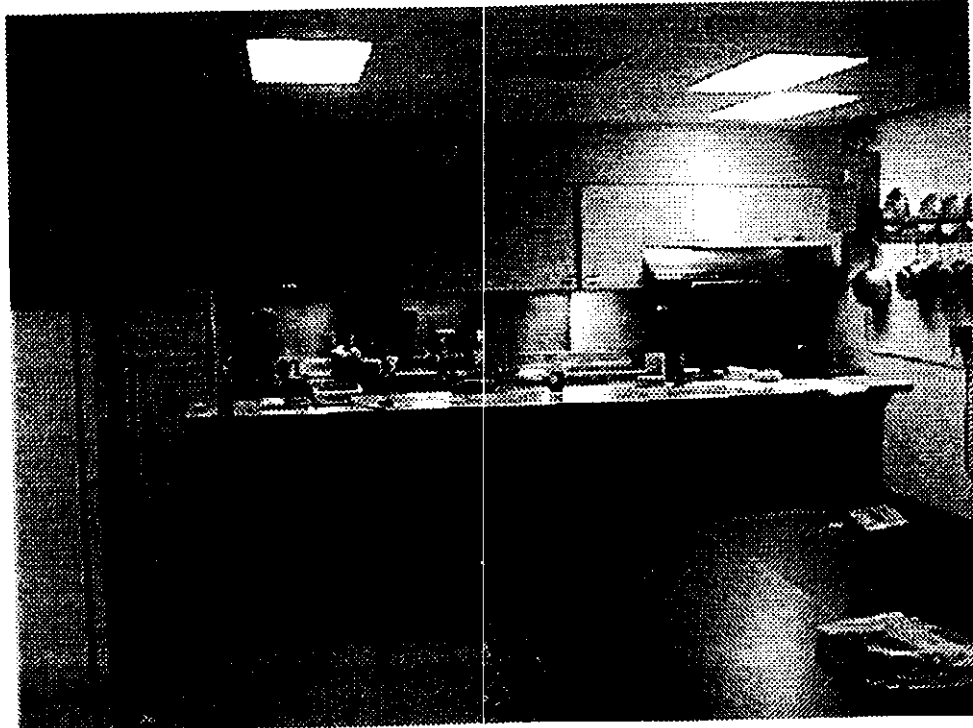
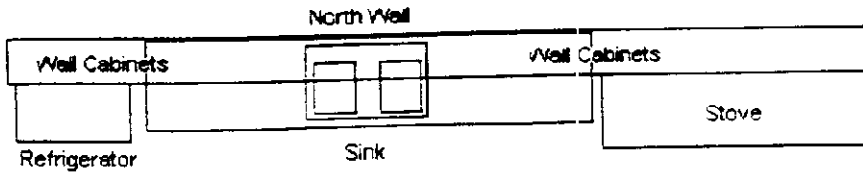


Photo #3
View of the kitchen at fire station 29 from the dining area.

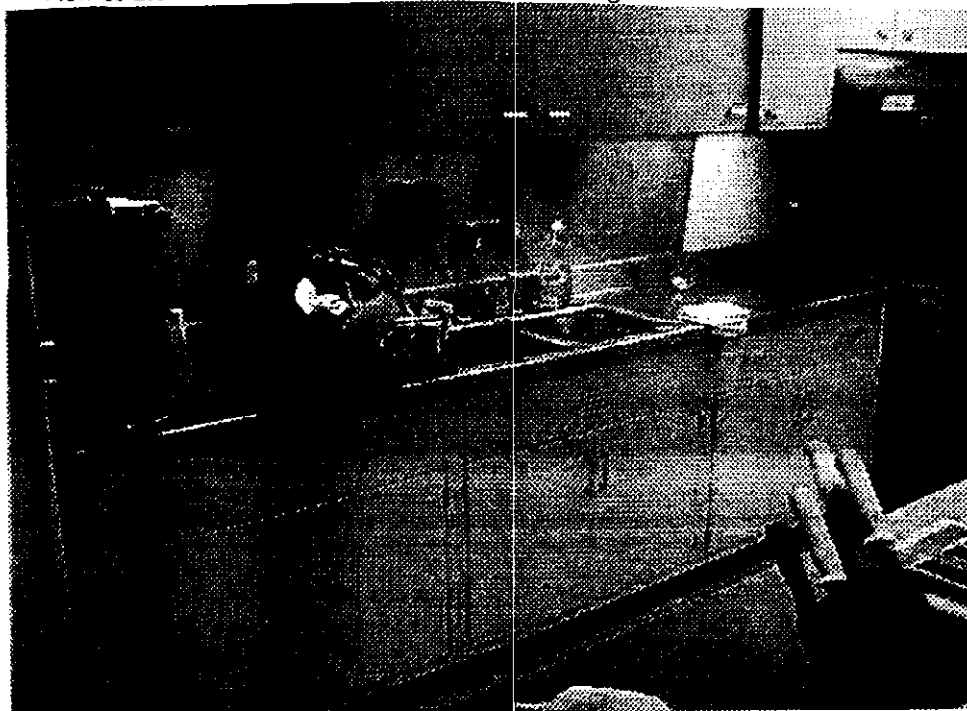


Photo #4
View of the base cabinets along the north wall of the kitchen.

ATTACHMENT "C"

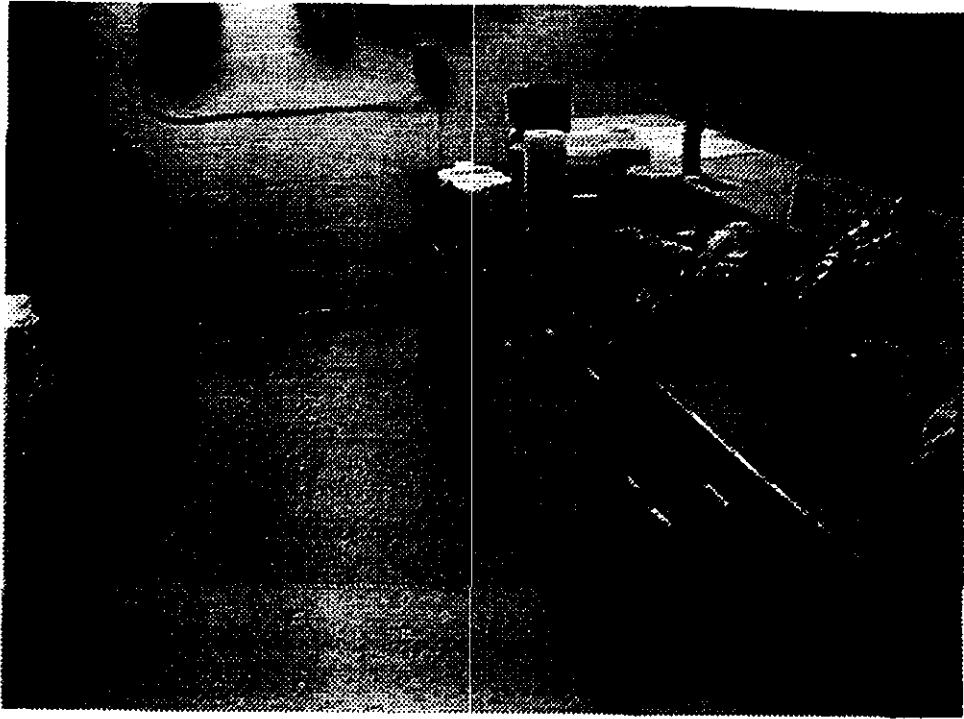


Photo #5
View of the east wall of the kitchen and island.

Photo #6
View of the west side of the kitchen and island.

