



Invitation For Bid (IFB) #02-539
Description: Vacuum Excavation System
Issued: March 24, 2003

City of Tulsa,
Oklahoma
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THE CITY OF TULSA, OKLAHOMA

NOTICE OF INVITATION TO BID

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed bids for the following:

BID # 02-539 _____

DESCRIPTION: _____ VACUUM EXCAVATION SYSTEM _____

You are invited to submit a bid to supply the Goods and/or Services specified above. Bids must be made in accordance with the Forms and Instructions herein.

Bids must be received no later than **Wednesday, 5:00 p.m. (CST) on April 16, 2003** at the **CITY CLERK'S OFFICE, 200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103**. Bids must be sealed and either mailed or delivered. No faxed or emailed bids will be considered. Original signatures are required on the attached forms.

IMPORTANT NOTE: Write the Bid Number, Bid Description as listed above, and Bid Opening Date on the lower left corner of the outside of your bid envelope. You must return the complete Bid Packet with your Bid.

Enclosed with this Bid Packet are the following Forms and Instructions:
 Use this checklist to ensure you have properly completed all Forms. You must return the complete Bid Packet.

√

- _____ Summary Sheet
- _____ Form #1: Bidder/Contractor Information Sheet. Must be completed.
- _____ Form #2: Bid/Purchase Agreement. Must be signed and notarized **or your bid will be rejected.**
- _____ Form #3: Interest Affidavit. Must be signed and notarized **or your bid will be rejected.**
- _____ Form #4: Non-Collusion Affidavit. Must be signed and notarized **or your bid will be rejected.**
- _____ Form #5: Affidavit of Claimant. Must be signed and notarized.
- _____ Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- _____ Form #7: Delivery and Pricing. Must be completed.
- _____ Instructions, Terms and Conditions For Bidders
- _____ Special Requirements (Offer Period; Insurance and Bonding; References)
- _____ Technical Specifications

If you have questions or need additional information, contact the assigned Project Buyer, DARLENE DONICA, at:
 Telephone: (918) 596-7558
 Fax: (918) 699-3155
 Email: ddonica@cityoftulsa.org



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SUMMARY SHEET

Sealed Offer due by 5:00 PM (CST) on Wednesday:

April 16, 2003

Mail or deliver sealed Bids to:

City of Tulsa-City Clerk
 200 Civic center, Room 109
 Tulsa, Oklahoma 74103

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Invitation For Bid documents are available at:	1. Website: www.cityoftulsapurchasing.org 2. Fax-on-Demand: 918-596-1171 (Index of available documents) 3. Purchasing Office: City of Tulsa-Purchasing Division 200 Civic center Room 802 Tulsa, Oklahoma 74103 (Phone: 918-596-7563)
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Responses to this Invitation For Bid must be on these forms only. The ENTIRE Invitation For Bid packet must be returned or your bid may be REJECTED.

We require the following number of copies: 1- Original; 1- Purchasing copy; and 1 additional copies. Each copy must be labeled on the front sheet with 1" letters indicating which copy it is.

Project Buyer (City contact person):	Bidder's Notice of Intent to Submit a Bid and Questions Regarding Bids:	Issuing of Addendums or Amendments:
Darlene Donica Senior Buyer Email: mailto:ddonica@cityoftulsa.org Fax: 918-699-3155 Phone: 918-596-7558	You should email the Project Buyer indicating your intent to bid. Indicate the IFB number on the subject line of the email. You will receive an email response back verifying your notice was received. Use the same procedure to request clarification of any point in the IFB.	Bidders who notify the City of their intent to bid will be sent notice of any addendum or amendments to the IFB, which will be made available in the same manner as the Invitation For Bid.

PREBID CONFERENCE:	NO	If yes, date, time, and location will be shown here:	
		Date:	Date:
		Time:	Time:
		Location:	Location:
<p>If the Pre-bid is <u>mandatory</u>, two meeting options will be given. <u>You must attend at least one.</u></p> <p>If the Pre-Bid is <u>not mandatory</u>, only one meeting option will be given and attendance is not required.</p>			

BID OPENING - All bid openings are public and will take place at **8:30 a.m.** the day after bids are due:

Francis Campbell Council Meeting Room
City Hall, 200 Civic Center, Plaza Level
Tulsa, Oklahoma

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NIGP CODE(S): 490-78



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FORM #2 (Page 1 of 3)

BID/PURCHASE AGREEMENT

INSTRUCTIONS: This document **must** be properly signed and returned or your bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound to them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 200 Civic Center, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (i.e., not a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited bids on the following goods or services:
BID 02-539 for a Vacuum Excavation System

(the "Goods and/or Services");

WHEREAS, Seller desires to provide such Goods and/or Services to City and this document constitutes Seller's offer to provide the Goods and/or Services specified below, and if executed by the City's Mayor will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- 1. Purchase and Sale.** Seller agrees to sell City the Goods and/or Services set forth in Seller's Delivery and Pricing Form submitted with Seller's response to City's Invitation For Bid and incorporated herein ("Seller's Offer"). City agrees to pay Seller the price and amount in accordance with Seller's Delivery and Pricing Form, based on the quantity actually purchased, upon delivery of the Goods and/or Services to the City, the City's acceptance thereof, and upon Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- 2. Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor executes this Agreement accepting Seller's Offer. No City officer, employee or agent except the Mayor has the authority to award contracts or legally obligate the City to any contract. Any Goods and/or Services Seller provides to City before this Agreement is executed by City shall be at Seller's risk, and City shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by City.
- 3. Documents Comprising the Agreement.** This Purchase Agreement includes the entire Invitation For Bid (i.e., the entire request for bid packet, which includes but is not limited to the (i) Affidavits, (ii) Instructions, Terms and Conditions For Bidders, (iii) Specifications, and (iv) any addenda or amendments, and (v) Seller's Offer, and such are incorporated herein as if set forth at length herein. In the event of conflicting or ambiguous language, the parties shall be governed first according to the Bid/Purchase Agreement, second according to the remainder of the documents comprising the Invitation for Bid, and third according to additional attachments submitted by Seller.
- 4. Term.** The term of this Agreement shall be effective commencing on the date of execution by the Mayor of the City of Tulsa and continuing to and including up to 30 days. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional NONE – One Time Purchase Only one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- 5. Warranties.** Seller expressly warrants that all Goods and/or Services covered in the Agreement will conform to the specifications attached and incorporated herein, and further warrants that the same shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of acceptance or installation by City, whichever is later, or for such period beyond one (1) year as the Seller may provide in its Offer. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- 6. Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace the same at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.
- 7. Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the acceptance of the Goods, properly packed, by City.



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8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Offer that are contrary to the terms set forth herein that the bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Offer and awards a contract herein, City shall not be bound to any exceptions, changes or additions made by Seller, and any conflicting terms and conditions added by Seller will be void and of no force and effect because the parties will be governed according to the document precedence set forth above.
13. **Compliance With Laws.** Seller shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller is responsible for any costs of such compliance. Seller shall be responsible for complying with all applicable federal, state and local laws.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If City offers a price escalation/de-escalation clause in its Invitation for Sealed Bid, Seller may be able to revise the prices for its Goods and/or Services pursuant to the terms of that provision, but City will consider those terms when determining the bid award.
16. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
18. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City will not agree to binding arbitration of any disputes.
19. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
20. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in writing and signed by both parties. Seller may not assign this Agreement without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
21. **The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents and Seller's Offer.**



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BID/PURCHASE AGREEMENT

IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Sign Here ▶ _____

ATTEST:

Printed Name: _____

Title: _____

Date: _____

 Corporate Secretary

Company Name/Address [Please Print] _____ Address _____ City _____ State _____ Zip Code _____

() - () - _____
 Telephone Number _____ Fax Number _____ Email Address _____

CITY OF TULSA, OKLAHOMA,
a municipal corporation,

ATTEST:

By: _____
 Mayor

Date: _____

 City Clerk

APPROVED:

 Assistant City Attorney



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FORM #3 (Page 1 of 1)

INTEREST AFFIDAVIT

STATE OF _____)
)ss.
 COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller 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 or more in the bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have less than a controlling interest, either direct or indirect, in Seller's business:

By: _____
 Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

 Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #4 (Page 1 of 1)

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
)ss.
 COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such bid; and
3. Neither the Seller nor anyone subject to the Seller'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.

By: _____
 Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

 Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized

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AFFIDAVIT OF CLAIMANT

STATE OF _____)
) ss.
 COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices submitted pursuant to this Agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or materials furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract with Supplier. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted.

By: _____
 Signature

Title: _____

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

 Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM 6 (PAGE 1 OF 1)
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that same are incorporated into the Invitation For Bid and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).



Sign Here ► _____

Printed Name: _____

Title: _____

Date: _____



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FORM #7 (PAGE 1 OF __)
DELIVERY AND PRICING

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or Services:

_____ Number of days for delivery.

If delivery is in stages, give the detail of what Goods and/or Services will be delivered at specific dates or milestones: _____

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as any other damages to which it may be entitled in law and in equity.

2. Pricing. [OPTION #1] You agree to sell City the following Goods and/or Services according to the fixed prices shown below. You must state the total cost necessary to provide all Goods and/or Services, including all shipping F.O.B. Tulsa, Oklahoma (prepaid freight), but excluding all federal excise and state sales taxes from which City is exempt.

Item	Description	QTY	Unit Cost	Extended Cost
1	Vacuum Excavation System	1		
TOTAL COST NOT TO EXCEED: (All costs must be included or your bid will be disqualified)			\$ _____	



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

THESE INSTRUCTIONS, TERMS AND CONDITIONS, AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF YOUR OFFER.

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and these Instructions, Terms and Conditions For Bidders prior to submitting any bid. Failure to examine such documents, or any errors made in the preparation of such bid, is at your own risk.
3. **BID SUBMISSION.** These bid forms must be prepared in the name of Bidder and properly executed by an authorized person, signed in ink and notarized, with full knowledge and acceptance of all provisions. Bids may not be changed or withdrawn after the deadline for submitting bids (the "Bid Submission Date"). A bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Bid/Purchase Agreement) shall constitute a firm contract.
 - A. **BIDS MUST BE SUBMITTED ONLY ON THIS FORM AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE INVITATION FOR BID PACKET MUST BE RETURNED AS RECEIVED INCLUDING ANY ATTACHMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS INVITATION FOR BID.**
 - B. Sealed bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
200 Civic Center, Room 109
Tulsa, Oklahoma 74103
 - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of bids to be received by the City Clerk's Office prior to the due date and time.
 - D. Late bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
 1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
 - E. **City will not accept faxed bids;** nor will City accept bids faxed to the City Clerk, Purchasing, or any other City office or employee.
 - F. City is not responsible for any of your costs in preparing the bid response, attending a pre-bid conference, or any other costs you incur, regardless of whether the bid is submitted, accepted or rejected.
 - G. All bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the bid envelope. Your name and address must also be clearly indicated on the envelope.
 - H. If submitting multiple responses to the Invitation, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
 - I. The number of copies you must submit is listed on the Summary Sheet in the front of the bid packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the bid packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the bid packet cover page. If binders are used, they must also be labeled.
 - J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
 - K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the bids must be initialed in ink.
4. **SIGNATURES.** An agent who is authorized to legally bind the Bidder must sign all forms. For example:
 - Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have a (i) corporate resolution authorizing them and (ii) recent corporate secretary's certificate indicating the authority is still valid.
 - General Partnerships** – any partner can sign to bind all partners.
 - Limited Partnerships** – the general partner must sign.
 - Individuals** – no additional authorization is required, but signatures must still be witnessed and notarized.
 - Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.



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Limited Liability Company (LLC) – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

5. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division, its website, and fax-on-demand. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form attached to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
6. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Meeting. City will attempt to respond in writing to all timely submitted questions, but cannot guarantee a response to any question received within 10 working days of the Bid Submission Date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to bid if appropriate to ensure fairness in the process for all Bidders.
- You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your bid may be disqualified, any contract recommendation or acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
7. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any resultant contract. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
8. **BID REJECTION OR WITHDRAWL.**
- A. City may reject any or all bids, in whole or in part.
 - B. **A bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or limits your liability to the City.**
 - C. A bid may be rejected if you are currently in default to City on any other contract or have an outstanding indebtedness of any kind to City.
 - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in bids.
 - E. You may withdraw your bid before the Bid Submission Date by appearing in person at the City Clerk's Office by an authorized agent. Otherwise, bids are irrevocable offers and may not be withdrawn until 90 days after the Bid Opening Date.
9. **BID RESULTS.** A tabulation of bids received will be made available on the City's Purchasing Division website and by fax-on-demand generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
10. **CONTRACT AWARD.** If a contract is awarded, it will be to the Bidder that City determines is the lowest secure bidder meeting specifications. Such bid analysis will consider price and other factors, such as bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the bid, whichever is in City's best interest.
11. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Invitation For Bid does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your bid unless a proposed substitution is clearly noted and described in the bid.

The parties recognize that technology may change during the period bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and the bid rejected.



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12. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid to the actual point of delivery. Bids must show the number of days required for delivery under normal conditions.
13. **PRICES/DISCOUNTS.** Prices shall be stated in the units of quantity specified in the Invitation For Bid. In case of discrepancy in computing the bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.
14. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the bid prices.
15. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable
200 Civic Center, Room 905
Tulsa, Oklahoma 74103
- Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the bid.
16. **NOTICE TO PROCEED/PURCHASE ORDER.** If City accepts your Offer and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative.
17. **DEFINITIONS.** Wherever used in this Invitation For Bid, the following terms shall have the following meaning:
- "Acceptance"** with respect to a bid shall mean the City's selection and award of a contract to the Bidder's/Seller's Bid.
- "Acceptance"** with respect to delivery of Goods and/or Services provided under a Bid/Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
- "Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
- "Attachments" or "Additional Attachments"** shall mean all documents or items submitted by Bidder/Seller as part of its response to the Invitation For Bid that are not a part of the Invitation For Bid Packet.
- "Bid"** shall mean Bidder's offer to provide the requested Goods and/or Services.
- "Bid Submission Date"** shall mean the last date by which the City will accept bids for an Invitation For Bid.
- "Bidder"** shall mean a supplier or vendor that submits a bid for consideration by City in accordance with the Invitation For Bid.
- "City"** shall mean the City of Tulsa, Oklahoma.
- "Contractor"** shall mean the Bidder whose bid the City selected and awarded a contract.
- "Days"** shall mean calendar days unless specified otherwise.
- "Fax-on-Demand"** shall mean the City's facsimile number (918-596-1171) that Bidders can use to obtain documents or information.
- "Goods"** shall mean those designated items City solicited to purchase in its Invitation For Bid and that Bidder/Seller offered and agreed to provide City in response thereto.
- "Offer"** shall mean a Bidder's response to an Invitation For Bid or Invitation For Proposal. It may also be referred to as the Bid.
- "Primary Seller"** shall mean the Seller whose bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
- "Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
- "Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 200 Civic Center, Room 802, Tulsa, Oklahoma 74103



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“Secondary Seller” shall mean the Seller whose bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.

“Seller” shall mean the Bidder whose bid City selected and awarded a contract.

“Services” shall mean those designated duties or labor City solicited to purchase in its Invitation For Bid and the Bidder/Seller offered and agreed to provide City in response thereto.

“Solicitation” shall mean an Invitation For Bid (IFB) or a Request For Proposal (RFP).

“You” or “Your” shall mean the Bidder responding to this Invitation For Bid or the Seller whose bid the City selected and awarded a contract.

“Website” shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.

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SPECIAL REQUIREMENTS

- 1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your bid is firm and irrevocable from the Bid Submission Date until _____ days after the Bid Opening Date.
- 2. General Liability.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Agreement herein. You must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
- 3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. You agree 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 material furnished by you or your subcontractors under the scope of this Agreement.
- 4. Insurance.** If checked "Yes," the following insurance is required: No: X Yes: _____
- 5. Bonding.**
 - A. Bid Bond.** If the box is checked "Yes," the following Bid Bond is required:
 No: X Yes: _____ If yes, Bid Bond Amount: _____
 If required, the Bid Bond must be enclosed with the Bid in the form of a Bid Bond, cash, certified or cashier's check in the amount indicated. If City selects your Bid and you fail to meet the obligations imposed herein, then City may retain the Bid Bond as its liquidated damages because it would be difficult and impracticable to determine actual damages. The City Clerk will return Bid Bonds to Bidders not awarded contracts, and to Bidders awarded contracts after receipt of their Performance Bonds.
 - B. Performance Bond.** If the box is checked "Yes," the following Performance Bond is required:
 No: X Yes: _____ If yes, Performance Bond Amount: _____
 If required, the Performance Bond must be submitted within 10 days after you are notified that City selected your Bid for contract award in the form of a Performance Bond, cash, certified or cashier's check in the amount indicated. If you fail to adequately perform your obligations set forth in this Agreement, City shall have the right to proceed against the Performance Bond for any damages it incurs as a result. If you are awarded a contract as a Secondary Seller, the Performance Bond requirement may be waived until performance is required under the contract.
- 6. References.** If the box is checked "Yes," References are required:
 No: X Yes: _____ If yes, number required by City: _____

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing a **Vacuum Excavation System** for the City of Tulsa, Public Works Department.

METHODS OF SAMPLING, INSPECTIONS AND TESTS:

1. After bid results are tabulated, the City of Tulsa Public Works Department reserves the right to require samples of selected equipment and/or products for inspection and evaluation.
2. Unless otherwise specified in the contract or purchase order, the supplier shall be responsible for the performance of all inspection and test requirements necessary to insure compliance with requirements for this specification. This does not preclude subsequent inspection and testimony by the City of Tulsa to further determine conformance with specification requirements of quality standards of workmanship, material and construction technique.

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:



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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.

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.

