



## INVITATION FOR SEALED BID

TAC 443

Description: SAFETY SUPPLIES

Department: CITY OF TULSA

NIGP Commodity Code(s): 345-00-00-00-000-0

Total pages including this page is 13

**NOTE: FAXING OF 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](http://www.cityoftulsapurchasing.org)

You must notify the buyer Darlene Donica of your intent to bid by e-mail [ddonica@ci.tulsa.ok.us](mailto: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:**    **AUGUST 2, 2001**

**BID NUMBER:**    **TAC 443**

**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:**    **JULY 16, 17, 18, 19, 20, 2001**

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of:    **NONE**

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

\*\*\*\*\* **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 \_\_\_\_\_, 19\_\_\_\_\_.

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

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

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

**CONTRACTOR/BIDDER INFORMATION SHEET**

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

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

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

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

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

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

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

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

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

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

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

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

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

## Price Sheet Summary

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

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

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# TAC 443

<u>Description</u>	<u>Cost</u>
Electrolite (Bx of 250)	\$ _____
Valorin (Bx of 500)	\$ _____
Bandage Compress (Bx of 2)	\$ _____
Pain Buster #1203 (Bx of 500)	\$ _____
Scissors (Ea, for first aid kits)	\$ _____
Thermocool Headbands (Ea.)	\$ _____
Cooling Bandannas (Ea.)	\$ _____
Lens Cleaning Toweletts (Bx of 100)	\$ _____
Ear Plug Pillow Paks (Bx of 200)	\$ _____
Safety Stop Signs (Ea.)	\$ _____
Latex Gloves (Bx. Of 100, Sm, Med, Lg, X-Lg.)	\$ _____
Safety Glasses (Ea.)	\$ _____
Medical Hand Cream (Ea.)	\$ _____
Waterless Antibacterial Hand Cleaner (Ea.)	\$ _____
Hard Hat Liners (Ea.)	\$ _____
Impact Gloves (Per Pair, Sm, Med, Lg, X-Lg)	\$ _____

<u>Description</u>	<u>Cost</u>
<b>Disposable Orange Protective Suits (Bx of 25, Sm, Med, Lg, X-Lg)</b>	\$ _____
Tyvek White Disposable Protective Suits (Bx. Of 25, in Sm, Med, Lg, X-Lg.)	\$ _____
White Protective Suits (Bx of 25, Sm, Med, Lg, X-Lg)	\$ _____
Lockout Tag (Pk of 25)	\$ _____
Bee Bopper (Ea. 14 oz)	\$ _____
Dust Masks (Bx of 20)	\$ _____
Safety Goggles	\$ _____
Eye Wash (Bx of 2, 1 oz bottles)	\$ _____
Respirator Cleaning Wipes (Bx of 100)	\$ _____
Anti-Fog Cleaning Fluid (Per 16 oz)	\$ _____
Anti-Skid Tape (60' Roll ea.)	\$ _____
Chaps for Chain Saw (Ea.)	\$ _____
Adhesive Bandage (1" x 3" w/telfa pad, Bx of 100)	\$ _____
Knuckles Adhesive Bandage (Bx of 8)	\$ _____
Adhesive Telfa Pad (2" x 3", Bx of 8)	\$ _____
Merthiolate Antiseptic Swabs (.5cc, Bx of 10)	\$ _____
ABT First Aid Spray (Bx of 2)	\$ _____
Bee Sting Wipes (Bx of 10)	\$ _____
Elastic Strip Bandages, #1368 (Bx of 100)	\$ _____
Elastic Strip Bandages, #2502 (Bx of 100)	\$ _____
IBU Max #1225 (Bx of 500)	\$ _____
Safety Glasses: UVEX Astro PAC 3000 (or equal) (Ultradura hard-coat lens) (Ea.)	\$ _____
Replacement Lens for Safety Glasses (Ea.)	\$ _____
Igloo Plastic Water Cooler (5 gal. Ea.)	\$ _____
18" Traffic Cones (red/orange, Ea.)	\$ _____

**Description**

**Cost**

Safety Vest: One Size fits all (Ea.) (Reflectorized vertical stripes front & back, Services & Materials #0103979 HD-V-R-LI-REF Or equal)	\$ _____
Ice Cleats #103 (Per Pair, Sm, Med, Lg)	\$ _____
Full Body Harness ( Ea., Miller #6714 or equal) (Light weight nylon with adjustable strap & tongue buckle shoulder & Leg straps with a d-ring at the shoulder. One size fits all is <b>not</b> acceptable)	\$ _____
Back Support Belts (Ea., Sm, Med, Lg, X-Lg) (9" wide with detachable suspenders)	\$ _____
9 oz. Jersey glove. Safety Guard #IJO BK 900 4503 or Falcon #1420 or equal (Per Dz., Sm, Med, Lg, X-Lg)	\$ _____
Chemical Glove: Edmont #37-175 or Pioneer #AF18 (Per Dz., Sm, Med, Lg, X-Lg)	\$ _____
Chemical Glove: Ansell/Edmont #9-924-10 (Per DZ) (Sm, Med, Lg, X-Lg)	\$ _____
Heavy Duty Falcon #6060/S or Memphis 1400S (per Dz., Sm, Med, Lg, X-Lg)	\$ _____
Nitrile 15 mil unlined gloves (Per Dz, Sm, Med, Lg,X-Lg)	\$ _____
N-Dex Nitrile Gloves 4 mil, (Bx of 100) (Sm, Med, Lg., X-Lg.)	\$ _____
Leather Palm Gloves (Per Dz) (4-1/2" gauntlet, fully lined Sm, Med, Lg., X-Lg.)	\$ _____
Clean Grip String Knit Gloves (Per Dz) (PVC Dotted Cloth Ladies Model 82/614M) (Sm, Med, Lg, X-Lg)	\$ _____
Clean Grip String Knit Gloves (Per Dz) (PVC Dotted Cloth Men's Model 82/6142S) (Sm, Med, Lg, X-Lg)	\$ _____
Glove Liners (Cotton String, #1040 Cl, Reversible (Per Dz) \$ _____	
AO Safety Malibu F6400 Glasses (Ea.) (Rimless, metal frames, wrap-around, polycarbonate lens with integral sideshields, impact resistant, and absorbs 99.9% UV , scratch-resistant coating, meets ANSI Z87-.1-1998)	\$ _____

**TAC 443  
SAFETY SUPPLIES  
CITY OF TULSA**

**INTENT:**

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Safety Supplies** for the City of Tulsa.

**CONTRACT:**

The terms of the contract shall be for a period of one (1) year beginning from the date that current contract expires, September 2, 2001 to and including September 3, 2002. The contract shall be renewable, with the consent of both parties, for four (4) successive one (1) year periods.

**GENERAL:**

There are no quarantees any or all of the items will be purchased by the City of Tulsa. This is a random list that reflects some of the items that have been purchased in the past.

We will be awarding to local company/companies due to the nature of the way we have to have safety supplies. The departments must be able to drive to the facility and be able to pick up safety supplies as needed for the crew trucks and the office facilities without delays.

**We reserve the right to award to multiple local companies if it better suits the needs of the City of Tulsa.**

**PRICE ADJUSTMENT OPTION:**

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal periods, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- 1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- 2) The contractor notifies the city, in writing, no later than sixty- (60) days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The

notice shall include a calculation of the price increase or decrease requested including the formula used.

**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.

**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.