



INVITATION FOR SEALED BID

RE-BID TAC 468

Description: FUEL ISLAND REPAIR PARTS
Department: EQUIPMENT MANAGEMENT DEPARTMENT
NIGP Commodity Code(s): 460-20-00-000-0

Total pages including this page is 18

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 Website : www.cityoftulsapurchasing.org

you must notify the buyer LARRY HOOD of your intent to bid by e-mail lhood@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 website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of an authorized agent required

Note #2: Signature of an authorized agent and notary required

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Your bid response should follow the same format listed above plus any additional information 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: FEBRUARY 28, 2002

BID NUMBER: TAC 468 RE-BID

**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: FEBRUARY 19, 2002.

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **NOT REQUIRED**

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 _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED 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 that 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.

TAC – 468 RE-BID

FUEL SYSTEM REPAIR PARTS NIGP CODE 460-20-00-000-0

FOR THE CITY OF TULSA

SECTION 1: HEALY PARTS

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	30	HEALY FUEL SPOUT ASSEMBLY #408-2A	\$ _____
2.	20	HEALY FUEL NOZZLE #400-02-SS	\$ _____
3.	2	HEALY SHEAR SCREW #787	\$ _____
4.	3	HEALY BOOT ASSEMBLY #409	\$ _____
5.	15	HEALY BOOT CLAMP #425	\$ _____
6.	20	HEALY COAX 6' FUEL HOSE #75B-065-F2F2	\$ _____
7.	10	HEALY COAX 5' HOSE/SWIVEL #75B-055-S2F2	\$ _____
8.		MISCELLANEOUS HEALY HOSE AND FITTINGS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE HEALY LIST PRICE: _____ PERCENT	
		CATALOG NUMBER: _____ DATED: _____	

SECTION 2: OPW PARTS

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	30	OPW #211-XX27 FUEL NOZZLE	\$ _____
2.	5	OPW #60VK-1002 U-BOLT	\$ _____
3.	20	OPW #211AV-FUEL NOZZLE	\$ _____
4.	5	OPW #38CS-0380 ADAPTER	\$ _____
5.	15	OPW #66CS-0250 COAXIAL BREAKAWAY	\$ _____
6.	2	OPW #60VP-1001 VAPOR SAVER/LINE SHEAR SECTION	\$ _____
7.	20	OPW #2VB-0300 BELLOWS KIT	\$ _____
8.	20	OPW #2VFB FACE SEAL KIT	\$ _____
9.	15	OPW #66H-1300 SHORT HOSE	\$ _____
10.	15	OPW #5BH REPLACEMENT SPOUT	\$ _____
11.		MISCELLANEOUS OPW PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE OPW LIST PRICE: _____ PERCENT	
		CATALOG NUMBER: _____ DATED: _____	

SECTION 3: MAXXIM PREMIER DITRO PARTS

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	20	MAXXIM PREMIER DITRO 7' FLEXING HOSE	\$ _____
2.	20	MAXXIM PREMIER DITRO 2' FLEXING HOSE	\$ _____
3.	30	MAXXIM PREMIER RETRACTOR CLAMP	\$ _____
4.		MISCELLANEOUS MAXXIM PREMIER PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE MAXXIM PREMIER LIST PRICE: _____ PERCENT	
		CATALOG NUMBER: _____ DATED: _____	

SECTION 4: POMEKO MOUNT EQUIPMENT

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	30	POMEKO #162 HOOD ASSEMBLY	\$ _____
2.	10	POMEKO #06102 POST MOUNT SPRING RETRACTOR	\$ _____
3.	5	POMEKO #P102 78" POST	\$ _____
4.	30	POMEKO #33-P HOOD KITS	\$ _____
5.		MISCELLANEOUS POMEKO PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE POMEKO LIST PRICE: _____ PERCENT	
CATALOG NUMBER: _____ DATED: _____			

SECTION 5: HUSKY FITTINGS

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	15	HUSKY HOSE SWIVELS #0087	\$ _____
2.		MISCELLANEOUS HUSKY PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE HUSKY LIST PRICE:: _____ PERCENT	
CATALOG NUMBER: _____ DATED: _____			

SECTION 6: CIMCO FILTERS

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	15	CIMCO FILTER #70016	\$ _____
2.		MISCELLANEOUS CIMCO PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE CIMCO LIST PRICE: _____ PERCENT	
CATALOG NUMBER: _____ DATED: _____			

SECTION 7: EBW FITTINGS

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	20	EBW BREAKAWAY #797-225-01	\$ _____
2.	20	EBW BREAKAWAY KIT #90029	\$ _____
3.		MISCELLANEOUS EBW PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE EBW LIST PRICE: _____ PERCENT CATALOG NUMBER: _____ DATED: _____	

SECTION 8: RED JACKET FUEL MONITORING EQUIPMENT

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	ROLL	RED JACKET CABLE #RE400-681	\$ _____
2.	5	RED JACKET FLOAT ASSEMBLY #RE400-322-5	\$ _____
3.	5	RED JACKET LINE PRINTER #RE030-012	\$ _____
4.	2	RED JACKET BATTERY #RE090-010-5	\$ _____
5.	2	RED JACKET PRINTER BOARD #RE330-057-5	\$ _____
6.	2	RED JACKET DISPLAY BOARD #RE330-093-5	\$ _____
7.	20	RED JACKET THERMAL PAPER #RE400-341-5	\$ _____
8.		MISCELLANEOUS RED JACKET PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE RED JACKET LIST PRICE: _____ PERCENT CATALOG NUMBER: _____ DATED: _____	

SECTION 9: ROPER CENTRIFUGAL FUEL PUMPS

1.		MISCELLANEOUS ROPER PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE ROPER LIST PRICE: _____ PERCENT CATALOG NUMBER: _____ DATED: _____	
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SECTION 10: DAYCO FUEL HOSE

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>	<u>UNIT COST</u>
1.	30	DAYCO 1" X 12' FUEL HOSE	\$ _____
2.		MISCELLANEOUS DAYCO FUEL HOSE WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE DAYCO LIST PRICE: _____ PERCENT CATALOG NUMBER: _____ DATED: _____	

SECTION 11: TOKHIEM DISPENSER PARTS

1.		MISCELLANEOUS TOKHIEM DISPENSER PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE TOKIEM LIST PRICE: _____ PERCENT CATALOG NUMBER: _____ DATED: _____	
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SECTION 12: GILBARCO DISPENSER PARTS

1.		MISCELLANEOUS GILBARCO DISPENSER PARTS WILL BE SUPPLIED TO THE CITY AT THE DISCOUNT SHOWN FROM THE GILBARCO LIST PRICE: _____ PERCENT CATALOG NUMBER: _____ DATED: _____	
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NOTE: Quantities listed for the items above are provided only to assist in pricing, they are not a commitment to buy.

TAC 468 RE-BID

FUEL SYSTEM REPAIR PARTS
NIGP CODE 460-20-00-000-0

FOR THE
CITY OF TULSA

INTENT

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING FOR THE SUPPLY OF **PARTS FOR THE REPAIR OF THE FUELING SYSTEMS FOR THE CITY OF TULSA..**

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 JUDGMENT CONCERNING WHAT IS OR IS NOT A MINOR DEVIATION AND TO AWARD THE BIDDER(S) WHOSE BID(S) BEST SUIT THE CITY'S NEED FOR THE PRODUCT BEING PURCHASED.

PARTS AND PRICING

QUANTITIES SHOWN ARE BASED ON 1998 PURCHASES. THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY TO BE PURCHASED FROM THIS CONTRACT. QUANTITIES FURNISHED MAY BE MORE OR LESS.

PARTS SUPPLIED UNDER THIS CONTRACT SHALL BE NEW, UNUSED, FIRST LINE QUALITY PARTS. ALL PARTS FURNISHED SHALL BE WARRANTED BY THE MANUFACTURE FOR A MINIMUM PERIOD OF ONE (1) YEAR.

PRICES BID FOR PARTS SHALL BE BASED ON A PERCENTAGE DISCOUNT FROM THE MANUFACTURER'S LIST PRICE. THE PRICES BID AND THE DISCOUNT(S) BID SHALL REMAIN FIRM FOR THE DURATION OF THE CONTRACT.

METHODS OF SAMPLING, INSPECTIONS & TESTS

1. AFTER BID RESULTS ARE TABULATED, THE CITY OF TULSA PURCHASING DIVISION 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 TECHNIQUES.

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 REPRESENTATION, 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.

INSURANCE

THE CONTRACTOR (AND ANY SUBCONTRACTORS) SHALL CARRY AND KEEP IN FORCE DURING THIS CONTRACT, POLICIES OF PUBLIC LIABILITY INSURANCE INCLUDING ANY CONTRACTUAL LIABILITY ASSUMED UNDER THIS 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 \$100,000
PERSONAL INJURY, EACH OCCURRENCE \$1,000,000

PROPERTY DAMAGE, EACH PERSON \$25,000
PROPERTY DAMAGE, EACH OCCURRENCE \$100,000

THE POLICY SHALL PROVIDE A CLAUSE STATING THAT IT CANNOT BE CANCELED 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.

CONTRACT AND PERFORMANCE BOND

THE SUCCESSFUL BIDDER(S) WILL BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY IN ACCORDANCE WITH ITEM 15 OF THE **TERMS AND CONDITIONS** AS PRINTED ON THE BACK OF THE **INVITATION FOR SEALED BIDS** FORM. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH OPTION TO RENEW FOR TWO (2) ADDITIONAL YEARS, RENEWABLE ANNUALLY WITH AGREEMENT BETWEEN BOTH PARTIES CONCERNED.

A PERFORMANCE BOND **WILL NOT** BE REQUIRED.

PERFORMANCE BONDS, CONTRACTS AND/OR EVIDENCE OF INSURANCE

PERFORMANCE BONDS CONTRACTS AND/OR EVIDENCE OF INSURANCE REQUIRED OF THE SUCCESSFUL BIDDER ON THIS BID SOLICITATION MUST DELIVER THESE DOCUMENTS TO:

LEGAL DEPARTMENT - CITY OF TULSA
200 CIVIC CENTER, ROOM 316
TULSA, OK 74103

EACH PERFORMANCE BOND OR INSURANCE CERTIFICATE **MUST BE IDENTIFIED WITH BID REQUEST NUMBER OF THIS BID SOLICITATION.**

PRICE ADJUSTMENT OPTION (AT RENEWAL)

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 PERIOD, 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 **IN THE BID FOR THE INITIAL CONTRACT** TO BE USED TO CALCULATE A CHANGE IN PRICE AT THE TIME OF RENEWAL. SUCH FORMULA SHALL BE REASONABLE, OBJECTIVE AND CAPABLE OF MEASUREMENT.

(2) THE CONTRACTOR NOTIFIES THE CITY, IN WRITING, NO LATER THAN 30 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.

RIGHT TO AUDIT

BIDDER FULLY UNDERSTANDS AND HEREBY AGREES BY THE SUBMISSION OF THIS BID THAT SHOULD BIDDER BE AWARDED THIS BID AND SUBSEQUENTLY ENTER INTO CONTRACT WITH THE CITY TO FURNISH THE GOODS, SERVICES, MATERIALS AND/OR SUPPLIES CALLED FOR HEREUNDER, THE BIDDER SHALL, UPON ANY REASONABLE REQUEST BY CITY AND DURING BIDDER'S NORMAL BUSINESS HOURS, GRANT CITY STAFF INGRESS ONTO BIDDER'S PREMISES WHERE BIDDER'S BOOKS AND RECORDS ARE KEPT AND FURTHER AGREES THAT BIDDER SHALL PROVIDE CITY STAFF PERSONNEL REASONABLE ACCESS TO AND SUCH CLERICAL ASSISTANCE AS CITY'S STAFF MAY REQUIRE FOR EXAMINATION AND AUDIT OF BIDDER'S BOOKS AND RECORDS AS RELATE TO GOODS, SERVICES, MATERIALS AND/OR SUPPLIES FURNISHED CITY DURING THE TERM OF ANY CONTRACT RESULTING BETWEEN BIDDER AND CITY PURSUANT TO THIS BID.

SAMPLES

BIDDERS MAY ALSO BE REQUESTED TO FURNISH SAMPLES OF THE PRODUCT(S) BID, FOR PURPOSES OF EVALUATION, AT NO COST TO THE CITY OF TULSA. SAMPLES ARE TO SUBMITTED WITHIN TEN (10) DAYS AFTER RECEIPT OF WRITTEN NOTICE BY THE CITY.

FAILURE TO COMPLY WILL RESULT IN REJECTION OF THE PARTICULAR ITEM(S) IN QUESTION.

TESTS

THE CITY RESERVES THE RIGHT TO SUBJECT ALL PRODUCTS OFFERED, PRIOR TO AWARD OF BID, TO WHATEVER PHYSICAL AND OR CHEMICAL TESTS ARE DEEMED NECESSARY TO SATISFY THE PURPOSE FOR WHICH THEY ARE REQUIRED.

IF ADDITIONAL SAMPLES ARE REQUIRED TO COMPLETE SUCH TESTS, THEY SHALL BE SUPPLIED BY THE BIDDER AT NO ADDITIONAL COST.

DESCRIPTIVE LITERATURE

EACH BIDDER IS REQUIRED TO FURNISH WITH THEIR BID, CATALOG CUTS AND/OR DESCRIPTIVE LITERATURE, PROPERLY LABELED WITH THE BID NUMBER AND BIDDER'S NAME, WITH FULL ILLUSTRATIONS AND DETAILED SPECIFICATIONS FOR EACH ITEM OFFERED AS EQUAL TO THE BRAND NAME SPECIFIED. IN ADDITION, **ALL DIFFERENCES IN SPECIFICATIONS FROM THE SPECIFICATIONS STATED HEREIN MUST BE SO MARKED.** DESCRIPTIVE LITERATURE IS REQUIRED TO ESTABLISH, FOR THE PURPOSE OF BID EVALUATION AND AWARD, DETAILS OF THE PRODUCT(S) THE BIDDER PROPOSES TO FURNISH AS TO DESIGN, MATERIALS, METHOD OF MANUFACTURE, CONSTRUCTION, ASSEMBLY OR OPERATION, AS APPROPRIATE. **FAILURE TO SUBMIT THE DESCRIPTIVE LITERATURE MAY BE CAUSE FOR REJECTION OF YOUR BID.**

AMERICANS WITH DISABILITIES ACT

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE **AMERICANS WITH DISABILITIES ACT (CONTINUED)**

CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. THE CONTRACTOR AGREES THAT ITS PROGRAM OR ACTIVITY WILL COMPLY WITH THE REQUIREMENTS OF THE ADA. ANY COSTS OF SUCH COMPLIANCE WILL BE THE RESPONSIBILITY OF CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

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 EMPLOYEE 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.

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:

E. AWARD OF CONTRACT.

1. AUTHORITY OF 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. 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, AND;

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.

BID DOCUMENTS

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN IT'S ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING.

PRINTING YOU NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED.

FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.