



## INVITATION FOR SEALED BID

**TAC 044**

**Description: AUTOMOTIVE GLASS, REPLACEMENT AND REPAIR**

**Department: EQUIPMENT MANAGEMENT**

**NIGP Commodity Code(s): 060-57-00-000-0**

**Total pages including this page is 16**

***NOTE: FAXING OF BID 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 : <http://www.cityoftulsapurchasing.org>

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at [pcummings@ci.tulsa.ok.us](mailto:pcummings@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 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:** January 17, 2002

**BID NUMBER:** TAC 044

**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: January 7, 8, 9, 10, 11, 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

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**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 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

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

Signature: \_\_\_\_\_

**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 044

### Section 1: Quote as a % off NAGS price list

1. Windshields (Foreign & Domestic, Curved, Clear, Tinted or Shaded) \_\_\_\_\_ %
2. Curved Glass Excluding Windshields (Clear and Tinted)  
(Back, Door, Partition, Quarter, Roof, Skylight & Vent)  
NAGS list from \$0 to \$750.00 \_\_\_\_\_ %  
NAGS list from \$751.00 to \$1,500.00 \_\_\_\_\_ %  
NAGS list from \$1,501.00 to \$2,500.00 \_\_\_\_\_ %  
NAGS list over \$2,500.00 \_\_\_\_\_ %
3. Flat Laminated Windshields (Clear and Tinted) \_\_\_\_\_ %
4. Tempered Flat Glass (Clear and Tinted) \_\_\_\_\_ %

### Section 2: Quote as a flat rate

5. Windshield Installation Kits (urethane, primers, etc.) \$ \_\_\_\_\_ Each
6. Labor Cost for windshield, tempered and flat glass installation \$ \_\_\_\_\_ Each
7. Labor to install glass supplied by City of Tulsa \$ \_\_\_\_\_ Each
8. Labor to remove and reinstall glass \$ \_\_\_\_\_ Each
9. Flat Laminated Cut for Equipment (Clear & Tinted) \$ \_\_\_\_\_ Per Square Foot
10. Flat Laminated Cut for Equipment (Shaded) \$ \_\_\_\_\_ Per Square Foot

### Section 3: Quote as a cost per each repair

11. Do you offer Glass Repair Service? \_\_\_\_\_ Yes \_\_\_\_\_ No
12. Windshield Repair Service \$ \_\_\_\_\_ up to \_\_\_\_\_" long
13. Windshield Repair Service (cost for each additional repair to same glass in #12) \$ \_\_\_\_\_

### Section 4: Quote as a cost per service call

14. Do you offer mobile service? \_\_\_\_\_ Yes \_\_\_\_\_ No

15. If mobile service is available, what is the charge for this service, if any? \$ \_\_\_\_\_

**Section 5: Quote as a cost per piece**

*Glass for 1998-1999 4-Dr. Chevrolet Lumina*

- 16. Windshield \$ \_\_\_\_\_
- 17. Left front \$ \_\_\_\_\_
- 18. Right front \$ \_\_\_\_\_
- 19. Left rear \$ \_\_\_\_\_
- 20. Right rear \$ \_\_\_\_\_
- 21. Side left \$ \_\_\_\_\_
- 22. Side right \$ \_\_\_\_\_
- 23. Rear \$ \_\_\_\_\_

*Glass for 2000-2002 Chevrolet Impala*

- 24. Windshield \$ \_\_\_\_\_
- 25. Left front \$ \_\_\_\_\_
- 26. Right front \$ \_\_\_\_\_
- 27. Left rear \$ \_\_\_\_\_
- 28. Right rear \$ \_\_\_\_\_
- 29. Left quarter \$ \_\_\_\_\_
- 30. Right quarter \$ \_\_\_\_\_
- 31. Rear \$ \_\_\_\_\_

*Glass for 1996-2002 Crown Victoria*

- 32. Windshield \$ \_\_\_\_\_
- 33. Left front \$ \_\_\_\_\_
- 34. Right front \$ \_\_\_\_\_
- 35. Left rear \$ \_\_\_\_\_
- 36. Right rear \$ \_\_\_\_\_
- 37. Rear \$ \_\_\_\_\_

*Glass for 1996-2002 Taurus*

- 38. Windshield \$ \_\_\_\_\_
- 39. Left front \$ \_\_\_\_\_
- 40. Right front \$ \_\_\_\_\_
- 41. Left rear \$ \_\_\_\_\_
- 42. Right rear \$ \_\_\_\_\_
- 43. Rear \$ \_\_\_\_\_

*Glass for 1994-2002 F-150*

- 44. Windshield \$ \_\_\_\_\_
- 45. Left front \$ \_\_\_\_\_
- 46. Right front \$ \_\_\_\_\_
- 47. Rear \$ \_\_\_\_\_

**TAC 044**  
**AUTOMOTIVE GLASS REPLACEMENT**  
**CITY OF TULSA**

**INTENT:**

TO SECURE SEALED BIDS FOR **AUTOMOTIVE GLASS REPLACEMENT** ON AN ANNUAL BASIS FOR THE CITY OF TULSA.

**PRE-BID CONFERENCE:**

A PRE-BID CONFERENCE WILL BE HELD ON TUESDAY, JANUARY 15, 2002 AT 9:00 AM AT CITY HALL IN ROOM 802D, 200 CIVIC CENTER, TULSA, OKLAHOMA, TO EXPLAIN THE BID AND TO ANSWER ANY QUESTIONS.

THE PURPOSE OF THE PRE-BID CONFERENCE IS TO INFORM VENDORS OF OUR NEEDS, CLARIFYING AMBIGUITIES OR DIFFERING INTERPRETATIONS, AND TO EVALUATE VENDOR RECOMMENDATIONS CONCERNING CHANGES. PLEASE USE THIS TIME TO ASK ANY QUESTIONS YOU MAY HAVE.

**GENERAL:**

BIDDERS ARE TO BID A DISCOUNT PRICE FROM THE CURRENT NAGS CALCULATOR NATIONAL AUTO GLASS SPECS.

**VENDORS SHOULD NOTE THAT THE PRICES QUOTED ARE NORMALLY FOR EVALUATION PURPOSES. THE CITY OF TULSA EXPECTS THE BEST POSSIBLE PRICE AT ANY GIVEN TIME. THE CITY OF TULSA IS NOT TO BE CHARGED IN EXCESS OF THE BID PRICES AT ANY TIME. HOWEVER, DISCOUNTED PRICES OR SPECIAL "SALE" PRICES ARE TO BE APPLIED TO THE CITY OF TULSA'S PURCHASES UNDER THIS CONTRACT WHEN AVAILABLE.**

BIDDERS ARE TO FURNISH PRICE LISTS WITH YOUR BID. FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.

SHOULD THE MANUFACTURER'S PRICE CHANGE DURING THE CONTRACT PERIOD, THE DISCOUNT WILL REMAIN THE SAME AND IT WILL BE THE RESPONSIBILITY OF THE SUCCESSFUL BIDDER TO SEE THAT THE CITY PURCHASING DIVISION IS ADVISED OF THE CHANGES AND THE PRICE LISTS ARE REVISED.

SHOULD THE CITY ISSUE PURCHASE ORDERS BASED ON OUR DATED PRICE LISTS, DUE TO FAILURE OF THE VENDOR TO COMPLY WITH THE AFOREMENTIONED, THE OLD PRICES SHALL PREVAIL.

BIDDERS BIDDING FIRM PRICES FOR THE CONTRACT YEAR WILL BE GIVEN SPECIAL CONSIDERATION PROVIDING THE PRICES BID ARE IN LINE WITH THE PRESENT DAY MARKET.

PRICES BID SHALL BE FIRM FOR A MINIMUM PERIOD OF NINETY (90) DAYS FROM BID OPENING DATE. THE SUCCESSFUL BIDDER MUST GIVE THE CITY A TEN (10) WORKING DAY NOTICE OF ANY PRICE INCREASE. NOTICE MUST BE IN WRITTEN FORM SUBSTANTIATED BY MANUFACTURER'S NOTIFICATION.

BIDS ARE TO BE BASED ON NEW EQUIPMENT OF THE LATEST DESIGN AND MANUFACTURER, FIRST LINE ORIGINAL EQUIPMENT OR BETTER.

THE CITY OF TULSA DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES THAT WILL BE MADE DURING THE CONTRACT PERIOD. **IF THE BIDDER'S PRICES CANNOT STAY COMPETITIVE WITH THE OUTSIDE MARKET, THE CITY RESERVES THE RIGHT TO PURCHASE FROM OUTSIDE SOURCES OR LOW BIDDER(S).**

**DELIVERY:**

THE BIDDER SHALL BE ABLE TO DELIVER GOODS AND SERVICES TO THE CITY WITHIN ONE WORK DAY AFTER RECEIPT OF ORDER. IN THE EVENT OF UNREASONABLE DELAY IN DELIVERY, THE CITY WILL HAVE THE OPTION TO CANCEL THE ORDER AND/OR TO PURCHASE THE PARTS ON THE OPEN MARKET. DELIVERY CHARGES ARE TO BE AT THE BIDDER'S EXPENSE.

**BIDDER'S AFFIDAVIT:**

EACH BIDDER SHALL ACCOMPANY THEIR BID WITH A FULLY EXECUTED AND NOTARIZED COPY OF THE ATTACHED **NON-COLLUSION AFFIDAVIT** AND THE **INTEREST AFFIDAVIT**. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

**CONTRACT:**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY OF TULSA WITHIN TEN (10) DAYS AFTER SUBMISSION OF SUCH.

THE CONTRACT WILL BE FOR A TERM OF ONE (1) YEAR WITH THE OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS, RENEWABLE ANNUALLY UPON AGREEMENT BY BOTH PARTIES CONCERNED.

BIDDERS ARE NOT TO BID CHAIN DISCOUNTS.

**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.

**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 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, 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 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.

**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 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 IN WHOLE OR IN PART TO THE FIRM(S) 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.