

Addendum #1

TAC080A

Tires & Tubes

THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO MAY RESULT IN REJECTION OF YOUR BID.

Please make note of the following additional requirement(s):

(1) Page 16, paragraph entitled "DELIVERY": Pick-up of old tire casings are to be handled by the awarded vendor at no additional charge on a "one new tire purchased, one old tire returned" ratio.

Signature of Authorized Agent

Date



INVITATION FOR SEALED BID

TAC080A

Description: Tires and Tubes

Department: CITY OF TULSA

NIGP Commodity Code(s): 863-00-00-000-0

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 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: October 31, 2002

BID NUMBER: TAC080A

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: October 17, 2002

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

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

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

SIGNATURE OF AUTHORIZED AGENT

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

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 #080A TIRES AND TUBES

**Section 1: PASSENGER TIRES
HIGHWAY TREAD, BLACK WALL, TUBELESS
(Original Equipment or Acceptable Equal)**

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
P175/80R13			93	\$ _____	\$ _____
P185/80R13			37	\$ _____	\$ _____
P185/75R14			200	\$ _____	\$ _____
P185/70R14			42	\$ _____	\$ _____
P195/75R14			71	\$ _____	\$ _____
P195/70R14			9	\$ _____	\$ _____
P205/55R15			30	\$ _____	\$ _____
P205/50Z15			30	\$ _____	\$ _____
P215/70R14			3	\$ _____	\$ _____
P215/75R14			21	\$ _____	\$ _____
P205/75R15			2	\$ _____	\$ _____
P215/65R15			4	\$ _____	\$ _____
P215/75R15			36	\$ _____	\$ _____
P225/70R15			8	\$ _____	\$ _____
P225/75R15			13	\$ _____	\$ _____
P235/75R15			140	\$ _____	\$ _____

TOTAL SECTION 1: \$ _____

**SECTION 2: POLICE & HIGHWAY PATROL TIRES
HIGHWAY TREAD, BLACK WALL**

Tires must be certified for 50 miles at 115/130 mile per hour. **Note Bidder must submit proof of certification with bid.)**

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
P215/70HR14			381	\$ _____	\$ _____
P225/70HR15			701	\$ _____	\$ _____

TOTAL SECTION 2: \$ _____

**SECTION 3: POLICE & HIGHWAY PATROL TIRES
HIGHWAY TREAD, BLACK WALL**

Tires must be certified for 50 miles at 115/130 miles per hour, "V" speed rated. **Note: Bidder must submit proof of certification with bid.)**

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAG E</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
P225/60R16		Goodyear RSA+	800	\$ _____	\$ _____
P225/60R16		Goodyear RSA	1500	\$ _____	\$ _____
P215/65R15			80	\$ _____	\$ _____
P225/75R16			60	\$ _____	\$ _____

TOTAL SECTION 3: \$ _____

**SECTION 4: PASSENGER TIRES
MUD & SNOW, BLACKWALL, TUBELESS**

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
P165/80R13			22	\$ _____	\$ _____
P205/75R15			1	\$ _____	\$ _____
P235/75R15			6	\$ _____	\$ _____

TOTAL SECTION 4: \$ _____

**SECTION 5: TRUCK TIRES
HIGHWAY TREAD, BLACKWALL, RADIAL, TUBELESS**

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
7.00-15,6 Ply			23	\$ _____	\$ _____
7.50-16,8 Ply			202	\$ _____	\$ _____
8.00-16.5,6Ply			13	\$ _____	\$ _____
9.50-16.5,8Ply			2	\$ _____	\$ _____

TOTAL SECTION 5: \$ _____

**SECTION 6: TRUCK TIRES
HIGHWAY TREAD, BLACKWALL, RADIAL, TUBE TYPE
(Original Equipment or Equal)**

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
7.500-20,10 Ply			4	\$ _____	\$ _____
8.25-20,10 Ply			33	\$ _____	\$ _____
9.00-20,10 Ply			33	\$ _____	\$ _____
10.00-20,12 Ply			165	\$ _____	\$ _____
11.00-20,12 Ply			8	\$ _____	\$ _____

TOTAL SECTION 6: \$ _____

SECTION 7: TRUCK TIRES
HIGHWAY TREAD, BLACKWALL, RADIAL, TUBE TYPE
 (Original Equipment or Acceptable Equal)

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
750 R16,8 Ply			2	\$ _____	\$ _____
1100 R20,16Ply			10	\$ _____	\$ _____
1200 R20,16Ply			8	\$ _____	\$ _____

TOTAL SECTION 7: \$ _____

SECTION 8: TRUCK TIRES
MUD & SNOW TREAD, BLACKWALL, TUBE TYPE,
RADIAL (Original Equipment or Acceptable Equal)

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
7.50 -16,8 Ply			177	\$ _____	\$ _____
8.25-20,10 Ply			55	\$ _____	\$ _____
9.00-20,10 Ply			12	\$ _____	\$ _____
10.00-20,12 Ply			186	\$ _____	\$ _____
11.00-20,16 Ply			29	\$ _____	\$ _____

TOTAL SECTION 8: \$ _____

SECTION 9: GRADER/LOADER TIRES TUBELESS TYPE

<u>TIRE SIZE</u>	<u>BIDDER'S TIRE NUMBER</u>	<u>BIDDER'S TIRE NAME</u>	<u>USAGE</u>	<u>UNIT NET PRICE</u>	<u>TOTAL PRICE</u>
13.00-24,12Ply			4	\$ _____	\$ _____
17.5-24,12Ply			1	\$ _____	\$ _____
17.5-25,12Ply			6	\$ _____	\$ _____
17.5-25,16Ply			5	\$ _____	\$ _____

TOTAL SECTION 9: \$ _____

SECTION 10: TUBES

The **TUBES** listed below will be available at the discount indicated from the “Net State and Federal Open Market” Price List:

	<u>Each</u>	<u>or Fixed Price</u>
A. Automobile Tubes	_____ % Discount	\$ _____
B. Truck Tubes	_____ % Discount	\$ _____
C. Industrial Tubes	_____ % Discount	\$ _____
D. Farm Tubes	_____ % Discount	\$ _____

Bidders are to furnish with your bid, the current “Net State and Federal Open Market” Price List from which you are bidding with the City Net Prices listed or the discounts marked on each category.

The City reserves the right to purchase tires and tubes not listed in the pricing area of the bid at the discounts shown in the price book furnished.

FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID. Each bidder shall also furnish Tire Comparison Chart or Competitive Cross Reference.

Fees imposed by the Federal Government, State of Oklahoma or any other entity are to be charged separately and not included in the bid price.

**TAC #080A
TIRES AND TUBES
CITY OF TULSA**

INTENT:

To secure a source(s) of supply for **Tires & Tubes** for the City of Tulsa on an annual basis.

GENERAL:

The City makes no guarantee as to quantities of tires and tubes to be purchased during the contract period.

The successful bidder should familiarize himself with the general tire and tube requirement of our fleet, keep on hand a suitable inventory of tires and tubes to meet the EMD usage levels as stated in this bid. Failure to meet delivery requests by the City shall be sufficient cause for termination of the contract.

Each bidder is to enclose with this bid the terms of manufacturer's warranty. Only first quality (no seconds) tires and tubes are to be considered from a major manufacturer. Discontinued tread designs, even though represented as first line, will not be acceptable.

Bids will not be accepted from bidders bidding multiple brands in any one (1) category (Section).

Bidders must complete bid pages included herein as well as each bidder shall submit a catalog of sizes and prices with his bid. If there should be a general price reduction in tires and tubes in the industry, the vendor agrees to give the City of Tulsa the benefit of such price reduction. All deliveries to be F.O.B. destination. Prices quoted shall be for unmounted tires and tubes.

Tires bid on the following pages are to be standard highway tread, black sidewalls, unless noted otherwise.

QUALIFICATION OF BIDDER:

Bids will be accepted only from established tire and tube wholesalers with warehousing capability. Bidder must bid only one (1) manufacturer's tires in each category.

NON-PERFORMANCE:

Time is of the essence in this contract and failure to deliver within the time period shall be considered a default.

In case of default, the City may procure the required services from other source(s) and hold the Contractor responsible for any excess costs occasioned thereby and may immediately cancel the contract.

BID DOCUMENTS:

Bidder shall return all bid documents intact exactly as furnished in its original form. All bid documents requiring signature must be signed by an authorized agent of the company bidding. Printing your name in lieu of signature will not be accepted. **VENDOR MUST RETURN ORIGINAL BID DOCUMENT AS SPECIFIED, CLEARLY MARKED "ORIGINAL" ALONG WITH TWO (2) COPIES. FAILURE TO COMPLY MAY RESULT IN REJECTION OF YOUR BID.**

PERFORMANCE BOND:

The successful bidder will be required to post (1) a performance bond, or (2) an irrevocable letter of credit naming the City of Tulsa as beneficiary and guaranteeing the proper and prompt completion of the work in accordance with the provision of the contract and bid specifications. The performance bond or irrevocable letter of credit shall be for \$5,000.00 and shall be delivered to the City within ten (10) days following award of the contract.

CONTRACT AND PURCHASING AUTHORITY:

The successful bidder will be required to enter into contract with the City within ten (10) days after submission of such. Term of the contract will be one (1) year with the option to renew for four (4) additional years with agreement between both parties concerned.

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.

DELIVERY:

The successful bidder will be required to carry in stock, a reasonable amount of tires based on the City's usage as listed on the "Pricing Sheet Summary."

Deliveries are to be made by the vendor within one (1) day after order(s) at no cost to the City.

AWARD OF BID:

The bid will be awarded to the single vendor who can provide the complete line of tires requested on pages 8-12, Sections 1-9 at the lowest total cost. Further, 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.

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 as related 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.