



INVITATION FOR SEALED BID

TAC 105D

Description: PAPER TOWELS AND TISSUE

Department: CITY OF TULSA

NIGP Commodity Code(s): 640-75-00-000-0

Total pages including this page is 21

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 Laura Blades of your intent to bid by e-mail lblades@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 30, 2003

BID NUMBER: TAC 105D

**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 13, 2003

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

Questions concerning this bid are to be directed to: **LAURA BLADES AT 596-7553.**

Mandatory Pre-Bid Conference (see Mandatory Requirements Page- 18)

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

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.

TAC105D

1. PAPER TOWELS (ESTIMATED USEAGE PER YEAR 857 CASES)

Description: Bleached
Brand No.: 1804
Fold: Multi-Fold
Size: 9.4" X 9.25"
Towels/Package: 200
Package/Case: 20
Towels/Case: 4,000
Kimberly Clark #1804 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

2. PAPER TOWELS (ESTIMATED USEAGE PER YEAR 32 CASES)

Description: Bleached
Brand No.: 485
Fold: Multi-Fold
Size: 9.5" X 9.1"
Towels/Package: 268
Package/Case: 20
Towels/Case: 5,360
Bay West #485 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

3. PAPER TOWELS (ESTIMATED USEAGE PER YEAR 385 CASES)

Description: Bleached
Brand No.: 1999
Fold: Scotti-Fold
Size: 12.4" X 9.4"
Towels/Package: 120
Package/Case: 16
Towels/Case: 1,920
Kimberly Clark #1999 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

4. PAPER TOWELS (ESTIMATED USEAGE PER YEAR 33 CASES)

Description: Bleached
Brand No.: 1510
Fold: C-Fold
Size: 13.25" X 10.4"
Towels/Package: 150
Package/Case: 16
Towels/Case: 2,400
Kimberly Clark #1510 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

5. JUMBO ROLL PAPER TOWELS (ESTIMATED USEAGE PER YEAR 47 CASES)

Description: Natural
Brand No.: 713
Size: 7.5" Width
Feet Per Roll: 800
Rolls/Per Case: 12
Feet/Per Case: 9,600
Bay West #713 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

6. JUMBO ROLL PAPER TOWELS (ESTIMATED USEAGE PER YEAR 983 CASES)

Description: Bleached
Brand No.: 714
Size: 7.5" Width
Feet Per Roll: 800
Rolls/Per Case: 12
Feet/Per Case: 9,600
Bay West #714 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

7. JUMBO ROLL PAPER TOWELS (ESTIMATED USEAGE PER YEAR 30 CASES)

Description: Bleached
Brand No.: 716
Size: 7.5" Width
Feet Per Roll: 630
Rolls/Per Case: 12
Feet/Per Case: 7,560
Bay West #716 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+Cases) \$ _____

8. CENTER- FLOW TOWELS (ESTIMATED USEAGE PER YEAR 69 CASES)

Description: Bleached
Brand No.: 1010
Type: Center- Flow
Size: 15" X 8"
Sheets per roll: 500
Rolls/Per Case: 4
Sheets Per Case: 2,000
Kimperly Clark #1010 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+Cases) \$ _____

9. KITCHEN ROLL TOWELS (ESTIMATED USEAGE PER YEAR 96 CASES)

Description: Bleached
Brand No.: 410
Type: Kitchen Roll Towel
Ply: 2
Size: 11" X 9"
Sheets per roll: 90
Rolls/Per Case: 30
Sheets Per Case: 2,700
Bay West #410 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+Cases) \$ _____

10. TOILET TISSUE (ESTIMATED USEAGE PER YEAR 215 CASES)

Description: 2 Ply
Brand No.: 4460
Sheet Size: 4.5" X 4.5"
Sheets/Per Roll: 500
Rolls/Pkgs./Per Case: 96
Sheets/Per Case: 48,000
Kimberly Clark #4460 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+Cases) \$ _____

11. TOILET TISSUE (ESTIMATED USEAGE PER YEAR 90 CASES)

Description: 1 Ply
Brand No.: 100
Sheet Size: 4.5" X 4.5"
Sheets/Per Roll: 1,000
Rolls/Pkgs./Per Case: 96
Sheets/Per Case: 96,000
Bay West #100 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

12. TOILET TISSUE (ESTIMATED USEAGE PER YEAR 651 CASES)

Description: 2- Ply
Brand No.: 616
Sheet Size: 3.88" X 4"
Sheets/Per Roll: 616
Rolls/Pkgs./Per Case: 48
Sheets/Per Case: 29,568
Bay West #616 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

13. JUMBO ROLL TISSUE (ESTIMATED USEAGE PER YEAR 406 CASES)

Description: 2 Ply
Brand No.: 1002
Roll Size: 9"
Feet/Per Roll: 1,000
Rolls/Pkgs./Per Case: 12
Feet/Per Case: 12,000
Bay West #1002 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

14. JUMBO ROLL TISSUE (ESTIMATED USEAGE PER YEAR 42 CASES)

Description: 1 Ply
Brand No.: 2001
Roll Size: 9"
Feet/Per Roll: 2,000
Rolls/Pkgs./Per Case: 12
Feet/Per Case: 12,000
Bay West #2001 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

15. FACIAL TISSUE (ESTIMATED USEAGE PER YEAR 14 CASES)

Description: 2- Ply
Brand No.: 21400
Sheet Size: 8.25" X 8.25"
Sheets/Per Package: 100
Packages Per Case: 36
Sheets/Per Case: 3,600
Kimberly Clark #21400 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

16. INDUSTRIAL WIPES (ESTIMATED USEAGE PER YEAR 559 CASES)

Description: Disposable Shop Towel
Brand No.: 5812
Fold: 1/4-Fold
Size: 12.5" X 14.4"
Color: White
Wipers/Per Package: 90
Packages/Per Case: 12
Wipers/Per Case: 1,080
Kimberly Clark #5812 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

17. INDUSTRIAL WIPES (ESTIMATED USEAGE PER YEAR 57 CASES)

Description: Disposable Shop Towel
Brand No.: 41200 Workhorse
Fold: 1/4-Fold
Size: 13.2" X 13.5"
Color: White
Wipers/Per Package: 50
Packages/Per Case: 18
Wipers/Per Case: 900
Kimberly Clark #41200 or Equal

BRAND NAME & NUMBER: _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____
PRICE PER CASE (10 Cases) \$ _____
PRICE PER CASE (20+ Cases) \$ _____

18. PAPER TOWEL DISPENSERS (ESTIMATED QUANTITY IN SERVICE 300)
(FOLDED TYPE)

Description: Multi-Fold

Brand No.: 9986
Capacity: 2.5 sleeves
Kimberly Clark #9986 or Equal

BRAND NAME & NUMBER: _____
PRICE PER SINGLE DISPENSER \$ _____
DISPENSERS PER CASE _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____

19. PAPER TOWEL DISPENSERS
(ROLL TYPE) (ESTIMATED QUANTITY IN SERVICE 500)

Description: Roll Type
Brand No.: 794 (surface)
Roll Size: 7.5"
Capacity: 1,000 Feet
Bay West #794 or Equal

BRAND NAME & NUMBER: _____
PRICE PER SINGLE DISPENSER \$ _____
DISPENSERS PER CASE _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____

20. PAPER TOWEL DISPENSERS
(ROLL TYPE) (ESTIMATED QUANTITY IN SERVICE 400)

Description: Roll Type
Brand No.: 795 (surface)
Roll Size: 7.5"
Capacity: 1,000 Feet
Bay West #795 or Equal

BRAND NAME & NUMBER: _____
PRICE PER SINGLE DISPENSER \$ _____
DISPENSERS PER CASE _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____

**21. PAPER TOWEL DISPENSERS (ROLL TYPE)
SERVICE 50)**

(ESTIMATED QUANTITY IN

Description: Roll Type
Brand No.: 797 (recess)
Roll Size: 7.5"
Capacity: 1,000 Feet
Bay West #797 or Equal

BRAND NAME & NUMBER: _____
PRICE PER SINGLE DISPENSER \$ _____
DISPENSERS PER CASE _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____

**22. TISSUE PAPER DISPENSERS (ROLL TYPE)
SERVICE 74)**

(ESTIMATED QUANTITY IN

Description: Jumbo Jr. Roll
Brand No.: 889
Capacity: 2- 9" Rolls
Bay West #889 or Equal
BRAND NAME & NUMBER: _____

BRAND NAME & NUMBER: _____
PRICE PER SINGLE DISPENSER \$ _____
DISPENSERS PER CASE _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____

**23. TISSUE PAPER DISPENSERS (ROLL TYPE)
50)**

(ESTIMATED QUANTITY IN SERVICE

Description: 2- Roll Type
Brand No.: 723
Capacity: 2- Rolls
Construction: Fully Enclosed
Bay West #723 or Equal

BRAND NAME & NUMBER: _____
PRICE PER SINGLE DISPENSER \$ _____
DISPENSERS PER CASE _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____

24. TISSUE PAPER DISPENSERS (ROLL TYPE) (ESTIMATED QUANTITY IN SERVICE 275)

Description: 4- Roll Type
Brand No.: 884
Capacity: 4- Rolls
Construction: Fully Enclosed
Bay West #884 or Equal

BRAND NAME & NUMBER: _____
PRICE PER SINGLE DISPENSER \$ _____
DISPENSERS PER CASE _____
PRICE PER CASE (Single Case Qty.) \$ _____
PRICE PER CASE (5 Cases) \$ _____

NOTES:

- 1. Alternate bids must provide sample and comparison chart. A chart that would show which product corresponds to product requested. Number of rolls per case on toilet tissue, single or double ply, weight per case and recycled or virgin will be used to determine award. Size of bundles on paper towels and weight of case and number of bundles per case and bleached versus non-bleached.**
- 2. All existing paper towel and tissue dispensors used throughout the City of Tulsa which are not capable of supporting the successful bidders products shall be changed out within two- (2) months after execution of this contract. All cost associated with this change out of dispensors will be paid by the successful bidder with no cost being compensated for by the City of Tulsa.**

**TAC 105D
PAPER TOWELS AND TISSUE
CITY OF TULSA**

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **PAPER TOWELS AND TISSUE** to the City of Tulsa.

GENERAL:

All bidders are to maintain a stock of the item listed herein and be able to deliver order(s) within ten (10) working days after receipt of written purchase order(s).

Should the successful bidder not be able (without just cause) to deliver in the required time, the City has the option to purchase the needed items on the open market and back charge the successful bidder for the difference in the price for the items purchased. Repeated slow deliveries shall be just cause for canceling the contract.

Deliveries are to be made on individual purchase orders to the various City departments within a five (5) mile radius of the City at no charge to the City.

The City does not guarantee any specific quantity of items to be purchased within the contract period.

Brand names, model numbers are called out to set the quality of product required, but not meant to be restrictive and discourage bidding on products of equal quality. Bidders may be required to furnish samples of product bid. Samples are to be submitted within five (5) days after notification at no cost to the City.

The price of high use items will be a major consideration in making the award of the bid. The cost of each item meeting specifications will be multiplied by the **estimated annual usage** to aid in determining low bidder.

Bidder may include any case quantity breaks not listed that would be beneficial to the City.

PRE-BID CONFERENCE (MANDATORY):

A pre-bid conference will be conducted on **January 16, 2003, at 10:00 a.m., Francis Campbell City Council, 300 Civic Center, Tulsa, Oklahoma.** Perspective bidders **must attend** the mandatory pre-bid conference.

The Bid terms, conditions and scope will be reviewed, discussed and opened for questions.

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 terms of the contract shall be for a period of one- (1) year beginning from the date it is executed by the City of Tulsa. The contract shall be renewable, with the consent of both parties, for three- (3) successive one- (1) year periods.

The successful bidder will be required to enter into a contract with the City within ten- (10) days after receipt of the City's contract documents.

ASSIGNMENT:

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa.

Contractor shall comply with all applicable governmental laws and regulations.

PRICING:

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by contractor to destination and subject only to cash discount for prompt payment of invoice. **Payment terms offering less than twenty (20) days will not be considered in the price evaluation of your bid.**

PRICES BID SHALL BE FIRM FOR THE FIRST YEAR OF CONTRACT.

Bid prices are to be firm for a period of one (1) year from the date of award and one (1) year following each mutually agreed renewal.

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 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.

VENDOR'S REPORT OF CONTRACT PURCHASES:

Contractor shall furnish to the City Purchasing Agent, a complete itemized report of all purchases made six (6) months after award of contract and every three (3) months thereafter while the contract is in effect.

Report shall contain quantities of each item purchased by the various City agencies during the contract period up to that time.

PURCHASE ORDERS, INVOICING AND PAYMENT:

The City may issue **itemized purchase orders, blanket purchase orders**, or use the **City Purchasing Card** for supplies for each using agency.

The contract holder shall furnish the user department one- (1) copy of the itemized and priced delivery ticket.

The original invoice is to be sent directly to the City of Tulsa, Accounts Payable Division, 200 Civic Center, City Hall Building Room 905, Tulsa, Oklahoma 74103.

INVOICES SHALL CONTAIN THE FOLLOWING INFORMATION:

1. Using agency and delivery address.
2. Purchase Order number.
3. Delivery Ticket number (if not the same as invoice number)
4. Product description.
5. Unit price of product(s).
6. Total price of invoice.
7. Delivery or pick-up date.
8. Bid number TAC #105D.

Invoices for blanket purchase orders are to be mailed as shipped.

Invoices for monthly blanket purchase orders are not to exceed the dollar amount shown on the purchase order.

When possible, the City will make payment within fifteen- (15) days after receipt of invoice and completion of order.

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.

Terms and conditions shown on page four- (4) apply to this transaction.

Although it is the intent of the City of Tulsa to make award of this bid to one supplier, the City; however, reserves the right to make multiple awards if it is deemed to be advantageous to the City of Tulsa. The City will award based on product that meets specifications. The City reserves the right to reject alternates if deemed not meeting minimum specifications.