



INVITATION FOR SEALED BID

TAC 181B

Description: FIRE EXTINGUISHER SERVICE

Department: Public Works

NIGP Commodity Code(s): 340-28-00-000-0

Total pages including this page is 18

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

**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 addendum. The buyer
will always acknowledge your e-mail for your records. All addendum
will , also, 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: March 20, 2003

BID NUMBER: TAC 181B

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: March 3, 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

***** **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 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, NOTORIZED, 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.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 20_____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

This document must be completed, signed by an authorized agent, and notarized.

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

This document 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 _____

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 181B

FIRE EXTINGUISHER PRICING

SECTION I: INSPECTIONS:

(4 points awarded to lowest bidder per item; 2 points awarded to second lowest bidder per item. Total of 32 points possible.)

Pressurized Units:	Each Cost
0-30 lbs.	\$
50-125 lbs.	\$
Loaded Stream (annual tear down)	\$
CO ₂ Continuity Test	\$

Cartridge Units:	Each Cost
0-30 lbs.	\$
50 lbs.	\$
150 lbs.	\$
350 lbs.	\$

KITCHEN RANGE HOOD SUPPRESSION SYSTEMS

(To be Performed Per NFPA 17 or 17A as applicable)

(2 points awarded to lowest bidder per system, 1 point awarded to second lowest bidder per system. Total of 4 points possible)

<i>Wet Chemical Systems</i>		<i>Dry Chemical Systems</i>	
Semi Annual Inspection per System:	\$	Semi-Annual Inspection per System:	\$
Fusible Link Replacement	\$ ea.	Fusible Link Replacement	\$ ea.

SPRINKLER SYSTEMS
(To be Performed Per NFPA 25)

(2 points awarded to lowest bidder per riser, 1 point awarded to second lowest bidder per riser. Total of 6 points possible)

Contractor License No: _____ No Bid: _____

Quarterly Inspection of Sprinkler System:	\$	<i>per riser</i>
Semi-Annual Inspection of Sprinkler System:	\$	<i>per riser</i>
Annual Inspection of Sprinkler System:	\$	<i>per riser</i>

STANDPIPE SYSTEMS
(To Be Performed Per NFPA 25)

(2 points awarded to lowest bidder per standpipe, 1 point awarded to second lowest bidder per standpipe. Total of 4 points possible)

Contractor License No: _____ No Bid: _____

Quarterly Inspection of Standpipe System:	\$	<i>per standpipe</i>
Annual Inspection of Sprinkler System:	\$	<i>per standpipe</i>

SECTION II: MAINTENANCE/SERVICE:

PRICING TO INCLUDE ALL PARTS (O-RINGS, PULL PINS, VALVE STEMS, GAUGES, HANDLES, ETC.) LABOR AND CHEMICAL TO MAKE UNIT OPERATIONAL AND CERTIFIABLE.

(2 points awarded to lowest bidder per item; 1 point awarded to second lowest bidder per item. Total of 256 points possible)

PRESSURIZED DRY CHEMICAL
(Indicate Each Pricing below)

Size	ABC/PK Recharge	ABC/PK 6 yr. Maint.	ABC/PK Hydrotest	BC Recharge	BC 6 yr. Maint.	BC Hydrotest
2 ½ lb.						
5 lb.						
10 lb.						
20 lb.						
50 lb.						
125-150 lbs.						

CARTRIDGE OPERATED UNITS

(Indicate Each Pricing Below - Include Hydrotesting of Hose Where Applicable & Cartridge Exchange)

Size	ABC/PK Recharge	ABC/PK Hydrotest	BC Recharge	BC Hydrotest
2 ½ lb.				
5 lb.				
10 lb.				
20 lb.				
50 lb.				
125 lb.				
<i>(Indicate Each Pricing Below- Include Hydrotesting of Hose)</i>				
150 lb.				
350 lb.				

CARBON DIOXIDE UNITS

(Indicate Each Pricing Below)

CO2 PORTABLE FIRE EXTINGUISHERS			CO2 WHEELED FIRE EXTINGUISHERS		
Size	Recharge	Hydrotest	Size	Recharge	Hydrotest
2 ½ - 5 lb.			50 lb.		
10 lb.			75 lb.		
15 lb.			100 lb.		
20 lb.					

LIQUID UNITS

(Indicate Each Pricing Below)

Type	Recharge	Hydrotest
2 ½ Gallon Water Pressure		
2 ½ Gallon Loaded Stream		
2 ½ Gallon Pump Tank (thru 5 gal)		
2 ½ Gallon AFFF		
2 ½ Gallon FFFP		
K-Class		

CLEAN AGENT FIRE EXTINGUISHERS

(Indicate Each Pricing Below)

Type / Size	Recharge	Six-year Maintenance	Hydrotest
Halon 2 ½ lb			
Halon 5 lb			
Halon 10 lb			
Halon 17 lb			
Halon Wheeled (150 lb)			
FE-36 5 lb			
FE-36 10 lb			
FE-36 14 lb.			

FIRE HOSE

(Indicate Each Pricing Below)

Size	Hydrotest
1 ½" (50' - 100' section)	
2 ½" (25' - 50' section)	

KITCHEN HOOD SUPPRESSION SYSTEMS

(Indicate Each Price Below)

SYSTEM SIZE	RECHARGE ONLY	RECHARGE & HYDRO
1.5 GALLONS		
3.0 GALLONS		
4.5 GALLONS		
6.0 GALLONS		

(This service work includes all parts and labor)

SECTION III: OTHER SERVICES / SUPPLIES:

(Indicate Each Price Below)

(5 points awarded to lowest bidder per item; 2 point awarded to second lowest bidder per item. Total of 20 points possible)

DOT/OSHA Label for Fire Extinguisher (Green Diamond w/ required Marking Info.)	\$
HMIS (Hazardous Material Information System) Label for Fire Extinguisher / System Cylinders	\$
Bar Code Initial Set up (Label & Data Entry): Price per unit/system/extinguisher/etc.	\$
Bar Code Label Replacement:	\$

SELF-CONTAINED BREATHING APPARATUS AIR BOTTLES (SCBA'S)

(Indicate Each Pricing Below)

(2 points awarded to lowest bidder per item, 1 point awarded to second lowest bidder per item. Total of 12 points possible)

SCBA Tumbling	\$
SCBA Hydrotest	\$
SCBA Refill Only 2215 psi units	\$
SCBA Refill Only 4500 psi units	\$
SCBA Annual Inspection (Posi-check)	\$
SCBA Valve Reconditioning	\$

SECTION IV: NEW FIRE EXTINGUISHER PRICING

(2 points awarded to lowest bidder per extinguisher, 1 point awarded to second lowest bidder per extinguisher.
Points awarded on quantities of 1-3 only. Total of 38 points possible)

Manufacture	Part No.	Size	UL Rating	Qty 1-3	Qty 4-9	Qty 10+
ABC						
		2 ½ LB				
		5 LB				
		10 LB				
		20 LB				
BC						
		2 ½ LB				
		5 LB				
		10 LB				
		20 LB				
CO₂						
		5 LB				
		10 LB				
		15 LB				
		20 LB				
Purple K						
		5 LB				
		10 LB				
		20 LB				
Water Pressure						
		2 ½ Gallon				
Clean Agent FE-36						
		6 LB				
		10 LB				
		14 LB				
K-Class (PRICES AND SIZES TO BE SUPPLIED BY BIDDER)						

Note: All new fire extinguishers purchased MUST include cost of first year's annual inspection tag and required labeling.

Total points possible

372

**TAC-181B
FIRE EXTINGUISHER & RELATED EQUIPMENT SERVICE
SPECIFICATION
CITY OF TULSA, OKLAHOMA**

INTENT:

It is the intent of this bid to secure a source to inspect, test and service various types of fire extinguishers and fire suppression system equipment for the City of Tulsa, Oklahoma.

GENERAL:

- The successful bidder will completely service all types of City owned fire extinguishers and related equipment as requested by various City Departments.
- Successful bidder will be required to furnish applicable parts and maintenance price lists for all types of fire extinguishers.
- The various amounts of service required by individual City entities is not known, and the City makes no guarantees as to quantities to be serviced.
- Bidder to be an Equal Opportunity Employer.
- The City of Tulsa will provide the successful bidder with a listing of all City facilities and departments. The successful bidder will provide to the City of Tulsa during the 12th month of this contract a complete record defining all City owned equipment and systems as to quantity, type, & past and future inspection / maintenance dates. The City requests that this process be completed via an approved bar coding system or other City of Tulsa approved method.

Note: EACH BIDDER MUST SUPPLY A COPY OF THEIR CURRENT BUREAU OF EXPLOSIVES CERTIFICATION FOR HYDROSTATIC TESTING.

CONTRACT:

Each bidder agrees if they are the successful bidder to enter into a contract with the City of Tulsa within ten (10) days after the appropriate forms have been submitted to them.

The terms and contract shall be for a period of one (1) year beginning on or about June 1, 2003 after the expiration date of the current contract. The contract shall be renewable, with the consent of both parties for three (3) successive one- (1) year periods.

PRICE ADJUSTMENTS:

If, during the term of the contract, the bidder's net prices to other customers for items like those listed herein are reduced below the price quoted herein, it is understood and agreed that the benefits of such reduction shall be extended to the City of Tulsa. The supplier will, within fifteen (15) days, provide written notice to the Purchasing Department of the specific amount of decrease and the date of effect.

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.

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 laws and regulations.

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 an oral representation, clarification 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.

PURCHASE ORDERS, INVOICING AND PAYMENT:

The City of Tulsa may issue ITEMIZED PURCHASE ORDERS, BLANKET PURCHASE ORDERS or CITY OF TULSA PURCHASING CARDS for the user departments within the City .

The contract holder shall furnish the user department one (1) copy of the itemized work order / delivery ticket.

The original invoice is to be sent directly to the following address:

**City of Tulsa
Public Works/ Building Operations
200 Civic Center, Room B-03
Tulsa, Oklahoma 74103.**

Invoices shall contain the following minimum 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 date or pick up date
8. Bid (TAC) Number

Invoices for monthly BLANKET PURCHASE ORDERS are not to exceed the dollar amount shown on the purchase order.

The City of Tulsa will endeavor to make payment within fifteen (15) days after completion of order and receipt of invoice when possible.

CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS:

General Liability. The City of Tulsa shall not be liable or responsible for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property by reason of negligence of the Contractor or his agents, with liability is not impaired or otherwise affected hereby, the Contractor hereby assumes liability for and agrees to save the City harmless and indemnify him for every expense, liability or payment by reason of any damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by premises while in control of the Contractor or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in this bid.

Liens. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor and materials furnished by the Contractor or his subcontractors under the scope of this bid and from all laborer's materialmen's and mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

Premiums: Premiums on all insurance policies shall be paid by the Contractor and shall be deemed included in this service agreement unless otherwise specified.

INSURANCE:

The Contractor, performing as an independent contractor, hereunder shall be fully responsible for providing workmen's compensation and general liability coverage as follows:

TYPE OF COVERAGE	LIMITS OF LIABILITY (MINIMUM)
Personal Injury, Each Person	\$175,000.00
Property Damage, Each Person	\$25,000.00
Personal Injury and Property Damage Aggregate, Each Occurrence	\$1,000,000.00

The **City of Tulsa** shall have **NO** responsibility of liability for such insurance coverage.

The Contractor must provide a certificate of insurance reflecting compliance with the above insurance requirements within ten(10) calendar days after bidders receipt of written notification of award and prior to starting work. The City of Tulsa shall be listed as an **ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE, TO READ AS FOLLOWS:** "The City of Tulsa, a municipal corporation, is an additional insured for work performed under TAC181B and must be notified thirty (30) days in advance of insurance cancellation or termination." **Certification must include: name and address of insurance company. (The insurance company must get licensed to transact business in the State of Oklahoma); Policy number; and, liability coverage and amounts.**

The policy shall provide a clause stating that it cannot be canceled by the insurer without the insurer first giving the City thirty (30) days written notice of cancellation. The successful bidder shall furnish the City a certificate of insurance showing such coverage within thirty (30) days following the acceptance of the bid by the City.

TECHNICAL:

- Contractor must provide D.O.T. hazmat compliance trained personnel per Federal Regulation 49 CFR, 172.700. Certification and documentation to be provided prior to award of contract.

- Contractor must perform all work to be performed per applicable NFPA Standards, Local, State and Federal Codes.
- Contractor must provide compliance with D.O.T. workplace drug/alcohol testing per Federal Regulation Title 49.
- Contractor must utilize service technicians who are in compliance with the Driver Training Requirements established in 49 CFR 177.800, parts 390-397 "Hazardous Materials Transportation".
- Contractor must provide D.O.T. 24 hour hazardous material incident emergency communications per Code of Federal Regulations, Title 49.
- Contractor must provide hydrostatic test facility for both low and high pressure fire extinguisher cylinders and SCBA's.
- Contractor must provide repair parts and service for both low and high pressure fire extinguisher cylinders and SCBA's.
- Contractor must provide Material Safety Data Sheets (MSDS) for all chemicals contained in equipment serviced for City of Tulsa.
- Contractor must provide UL approved Halon recovery system for all Halon units requiring internal maintenance and applicable service. Provide copy of certification with bid.
- Contractor must be able to provide computerized inspection / maintenance services via bar code method or other City of Tulsa approved method. Computer generated reports will be provided to the City of Tulsa following the annual inspection at each facility. Reports will detail all equipment inspected and serviced to include serial numbers, manufacturer's UL Rating, and last and future service dates. Reports shall be capable of providing the City of Tulsa with budgetary service cost for maintenance for two years following the current inspection.
- Contractor must provide a compliance report manual for the City of Tulsa containing all computerized bar code inspection reports. Contractor will coordinate a review of the contract status with the Risk Manager on a Quarterly basis.

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 specification and as set forth below:

1. Authority of the Mayor. The Mayor shall have the authority to award contracts within the purview of the laws and ordinances of the City of Tulsa.
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 would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award.
 - j. The number and scope of conditions / exceptions 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 4 of "Invitation for Sealed Bids" apply to this transaction.

BIDDER'S CHECKLIST:

Submit Invitation for Sealed Bids, Interest Affidavit, Bidder Affidavit, Contractor/Bidder information sheet, Summary Price Sheets 8-12 along with the following items:

Indicate by (√) if included with bid	DESCRIPTION
	Suppression License <i>(if bidding Sprinkler & Standpipe inspections) - attach company license)</i>
	Contractor's Written Statement of Compliance with D.O.T. Training Regulations <i>(further documentation may be required at award of contract)</i>
	Contractor's Written Statement of Compliance with D.O.T. Drug/Alcohol Testing Requirements
	Contractor's Written Statement of Compliance with D.O.T. 24 Hour Hazardous Material Emergency Communications Regulations
	Description of Computerized Bar Code Inspection Software <i>(i.e. Manufacturer and Capabilities). - Attach sample reports.</i>
	Parts & Maintenance Price List for all types of Fire Extinguishers Serviced
	Current Bureau of Explosives Certificate for Hydrostatic Testing