



INVITATION FOR SEALED BID

TAC #191A

Description: PORTABLE TOILET RENTAL

Department: CITY OF TULSA

NIGP Commodity Code(s): 977-73-00-00-000-0

Total pages including this page is 15

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 Web-site : <http://www.cityoftulsapurchasing.org/>**

you must notify the buyer Darlene Donica of your intent to bid by e-mail ddonica@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 web-site.

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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 16, 2003

BID NUMBER: TAC 191A

**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: DECEMBER 30, 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

DARLENE DONICA 918-596-7558

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 con -
tract, 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)

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, 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.

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:

My Commission # _____

The Interest Affidavit 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

My Commission # _____

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 191A

The subject bid will be evaluated by assigning point values to each of the pricing categories.

Points will be awarded to the low bidder and second low bidder only.

Award of bid will be made to the bidder with the highest point total out of a possible 44 points.

CATEGORY 1 – Short term usage (7 days or less per unit)

Weekly Price or any part thereof:

- A. \$_____/regular unit
(4 points awarded to low bidder; 2 points to second low)
- B. \$_____/handicapped unit
(4 points awarded to low bidder; 2 points to second low)
- C. \$_____/service per unit if requested
(2 points awarded to low bidder; 1 point to second low)

CATEGORY 2 – Long term usage (8 days or more per unit)

Calendar Month Prices:

- A. \$_____/regular unit with 2 services/week
(10 points awarded to low bidder; 5 points to second low)
- B. \$_____/regular unit with 1 service/week
(8 points awarded to low bidder; 4 points to second low)
- C. \$_____/handicapped unit with 2 services/week
(8 points awarded to low bidder; 4 points to second low)

- D. Service charge for additional pumping service above and beyond the standard two (2) times per week for long term units:
\$_____/per service per unit.
(4 points awarded to low bidder; 2 points awarded to second low)

CATEGORY III – Miscellaneous charges

- A. Surcharge for regular or handicapped units specifically required for Saturday, Sunday, and recognized City Holiday delivery or pickup:
\$_____/per unit per day.
(4 points awarded to low bidder; 2 points awarded to second low)

EMERGENCY TWENTY-FOUR HOUR SERVICE CONTACT:

Name:_____

Telephone Number:_____

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.

NOTE: BIDDERS MUST SUBMIT ONE (1) ORIGINAL BID AND TWO (2) COPIES, EACH WITH ATTACHMENTS AS NECESSARY TO SHOW COMPLIANCE WITH BID SPECIFICATIONS.

**TAC 191A
PORTABLE TOILET RENTAL
CITY OF TULSA**

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for providing Portable Toilets on a rental basis to the City of Tulsa.

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 TIME:

The terms of the contract shall be for a period of one (1) year. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

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

TERMINATION OF CONTRACT:

The City of Tulsa may by written notice terminate the contract at any time that the contractor refuses or fails to comply with the provisions of this solicitation, maintains consistently poor quality of work or so fails to make progress as to endanger performance and does not cure such failure after written notice with specific days of time, or fails to perform the services within the time specified or any written extension thereof.

ASSIGNMENT:

The successful bidder(s) 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.

The contractor shall comply with all applicable governmental laws and regula

BID PRICES:

Prices bid shall be firm for the first year of contract.

DISCLOSURE OF INFORMATION:

All proposal information received from vendors by the City of Tulsa, in connection with this bid, will be retained by the City and remain as a matter of public record. Any proprietary or confidential information shall be identified as such, and the desired treatment of the information specified.

Proposals will be rejected if information relevant to the evaluation process cannot be retained for possible disclosure in established audit processes.

PURCHASE ORDERS, INVOICING AND PAYMENT:

The City will issue Itemized purchase orders as well as blanket purchase orders for the various City agencies.

The contract holder(s) shall furnish the using agency one (1) copy of the itemized delivery ticket.

The contract holder(s) shall send the original invoice(s) direct to the City of Tulsa, Accounts Payable Division, 200 Civic Center, City Hall Building, 9th Floor, Tulsa, Oklahoma 74103.

INVOICES SHALL CONTAIN THE FOLLOWING MINIMUM INFORMATION:

- Using agency and delivery
- Purchase Order Number
- Delivery ticket number (if not same as invoice number)
- Product quantity, description
- Unit Price of Product
- Total Price of invoice
- Delivery Location**
- Delivery Date, pick-up date
- Bid Number

Invoices for 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.

CONTRACTOR'S LIABILITY AND INSURANCE REQUIREMENTS:

General Liability: The City of Tulsa shall not be liable for any loss or damage sustained by the contractor. The contractor shall save the City of Tulsa whole and harmless from any and all claims of whatsoever nature growing out of or resulting from or in any way connected with the exercise of the privilege herein granted. Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

Liens: The 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 his service agreement unless otherwise specified.

OTHER APPLICABLE LAWS:

Any provisions required to be included in a contract of this type by any applicable and valid Federal, State or local law, ordinance, rule or regulation shall be deemed to be incorporated herein.

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.

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

Authority in the Mayor. The Mayor shall have the authority to award Contracts within the purview of this chapter.

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.

SCOPE:

Contractor shall provide service and maintain cleanliness, presentability and all operational aspects of short term and long term placement of portable toilet units in accordance with the following specifications:

1. Contractor shall maintain ownership of the portable toilet unit.
2. Units shall be constructed of modern materials which are extremely tough and resist cracking and breaking in hot and cold extremes. Additionally, they shall be impact resistant and bend without breaking to minimize damage of handling and vandalism.
3. Design of the unit shall be of modular design so as to facilitate on site replacement of components and therefore minimize maintenance or replacement down time.
4. User comfort, interior space shall be sufficient enough to facilitate tall people, older people and parents with children. The urinal and toilet seats are to be separated from one another as far as possible to provide maximum user comfort.
5. Odor free design, the receptacle tank shall be designed so as to control spillage, leakage and entrap odors. Additionally, the units' interior shall be vented sufficiently to assure that the unit is non-offensive.
6. Privacy is important and all units provided shall have interior latches and hardware of sufficient strength and design to assure complete user privacy. Additionally, the sides, walls and doors shall be of sufficient stiffness; thickness and distortion-proof strength to assure complete user privacy.
7. Usage duration shall be classified as either short-term (seven (7) days, or less), and long-term (eight (8) days or more).
8. Short-term usage request shall provide Contractor with a minimum of twenty-four (24) hours notice before delivery is required. Short-term usage cost shall NOT include pumping service cost,

Long-term usage of units shall include pumping service cost which shall be included in the usage price offered based on twice (2x) per week service except as noted.

10. Delivery, set-up, removal and all transportation cost shall be included in the usage price offered excluding surcharge for after-hours, weekend (Saturday and Sunday) and recognized City Holiday delivery. Regular business hours are defined as 6:00 a.m. to 5:00 p.m., Monday through Friday, excluding City Holidays.

11. Handicap-accessible units will be required for those events or locations which are public accessible. Actual requirements, and quantities will be specified by the ordering department.

12. Contractor shall immediately replace any units determined by the City to be of unsafe or unsatisfactory condition.

13. Contractor shall keep each unit adequately supplied with toilet tissue at all times during the rental period.

CONTRACTOR'S PERFORMANCE:

Contractor shall furnish all necessary labor, tools, equipment and supplies to perform the required services at the City facilities designated. The City's authorized representative will decide all questions which may arise as to the quality and acceptability of any work performed under the contract. It in the opinion of the City's authorized representative, performance becomes unsatisfactory, the City shall notify the Contractor.

The Contractor will have **four (4) hours from that time to correct any specific instances of unsatisfactory performance**. In the event the unsatisfactory performance is not corrected within the time specified above, the City shall have the immediate right to complete the work to its satisfaction and shall deduct the cost to cover from any balances due or to become due the Contractor. Repeated incidences *of unsatisfactory performance may result in cancellation of the agreement for default.*

CUSTOMER REFERENCE LISTING

Contractors shall furnish the names, addresses and telephone numbers of a minimum of three (3) firms or government organizations for which the Contractor is currently furnishing or has furnished, in the past, completed service for provision and *servicing of portable toilets.*