



INVITATION FOR SEALED BID

TAC #283B

Description: MESSENGER SERVICE

Department: PUBLIC WORKS DEPARTMENT

NIGP Commodity Code(s): 962-24-00-000-0

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 Website : 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: September 6, 2001

BID NUMBER: **TAC 283B**

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: August 22, 23, 24, 27, 28, 2001

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 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 _____, 19_____.

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: _____

TAC 283B

- | | | | |
|-----|---------------------|---|-------------------------|
| 1. | Patty Eaton | 2617 East 26 th Place | \$ _____
Per Pick Up |
| 2. | Patsy Dunmire Bragg | 200 One-OK Plaza, 100 W. 5 th St. | \$ _____
Per Pick Up |
| 3. | Jim Cameron | 3550 W. Tacoma, Broken Arrow | \$ _____
Per Pick Up |
| 4. | Ross Swimmer | 1330 East 25 th , Tulsa, OK 74114 | \$ _____
Per Pick Up |
| 5. | Mayor Susan Savage | City Hall, Room 1115 | \$ _____
Per Pick Up |
| 6. | Richard Sevenoaks | 2648 E. 38 th St. | \$ _____
Per Pick Up |
| 7. | Ronald S. Looney | Tri-Angle Development Co.
5445 S. 99 th E. Ave. | \$ _____
Per Pick Up |
| 8. | R. James Unruh | Reunion Center, Suite 300
9 E. 4 th St. | \$ _____
Per Pick Up |
| 9. | David Winfrey | 100 West 5 th , Suite 200 | \$ _____
Per Pick Up |
| 10. | R. Louis Reynolds | Midway Building
2727 E. 21 st Street, Suite 200 | \$ _____
Per Pick Up |

- 11. Cheryl Cohenour 916 W. 23rd Street
\$ _____
Per Pick Up
- 12. Patty Eaton 2524 E. 24th Street
\$ _____
Per Pick Up
- 13. Bill Sevenoaks 3701 S. Peoria
\$ _____
Per Pick Up
- 14. Stan Watson 7666 E. 61st St., Suite 620
\$ _____
Per Pick Up
- 15. Jim Reynolds 220 S. 1st, City Hall, Broken Arrow
\$ _____
Per Pick Up
- 16. Sherry Bishop 207 S. Cedar, Owasso
\$ _____
Per Pick Up
- 17. Robert Carr 207 S. Cedar, Owasso
\$ _____
Per Pick Up
- 18. Randy Ewing 211 North Elm, Jenks
\$ _____
Per Pick Up
- 19. Michael Kadlecik 220 S. 1st, City Hall, Broken Arrow
\$ _____
Per Pick Up
- 20. Vic Vreeland 2221 N. Elm, Jenks
\$ _____
Per Pick Up
- 21. Micky Webb 116 W. Needles, Bixby
\$ _____
Per Pick Up
- 22. Mayor Joe Williams 116 W. Needles, Bixby
\$ _____
Per Pick Up

TAC 283B

MESSENGER SERVICE

PUBLIC WORKS DEPARTMENT

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of furnishing **Messenger Service** for the City of Tulsa Public Works, TMUA, RMUA and Stormwater Drainage Advisory Board.

GENERAL:

It is the intent of these specifications to set a minimum standard for bidding, and it is not meant to limit bidding otherwise.

Any exceptions to or deviations from the specifications set forth in this bid must be clearly described in the bidders proposal.

PRICING:

Bidders are to bid a price that shall include price for each Route, TARE Stormwater Board, TMUA Board agenda packets to home and office, occasional deliveries from 200 Civic Center to all the other addresses and special deliveries as needed. The number of twenty-six (26) is an approximate number of members.

CONTRACT:

The terms of the contract shall be for a period of one (1) year from the date executed by the City of Tulsa. The contract shall be renewable, with the consent of both parties, for two (2) 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 document.

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.

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.

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.

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 award if it is deemed advantageous to the City of Tulsa.

INSURANCE:

Contractor, performing as an independent Contractor hereunder shall be fully responsible for providing Workmen’s Compensation and General Liability coverage as follows:

<u>Type of Coverage:</u>	<u>Limits of Liability (Minimum):</u>
Workmen’s Compensation:	Statutory
Comprehensive General Liability	
Personal Injury	\$100,000 - Person/Occurrence
Personal Injury	\$1,000,000 - Each Occurrence
Property Damage	\$100,000 - Each Occurrence
Property Damage	\$25,000 - Each Claimant

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

Contractor must provide a certificate of insurance compliance within ten (10) calendar days after 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 TAC 283B and must be notified thirty (30) days in advance of insurance cancellation or termination.”** Certification must include: Name and address of insurance company (must be licensed to transact business in the State of Oklahoma); Policy number; and, liability coverage and amounts.

Certification to be submitted to: City Legal Department.

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.

CONTRACT ASSIGNMENT/SUB-CONTRACT:

Contract cannot be assigned or sub-contracted without prior written approval of the Purchasing Division.

Company 's Legal Name _____

Address _____

City, State and Zip Code _____

Telephone Number _____

Authorized Signature _____

Printed Name and Title _____

Federal ID No. _____

MAILING ADDRESS – PURCHASE ORDER:

Name _____

Address _____

City, State and Zip Code _____

Invoice Remittance: (If different from above)

Name _____

Address _____

City, State and Zip Code _____

Customer Reference Listing

Contractor shall furnish names, addresses, telephone numbers, length of contract with a minimum of three (3) firms or government organizations for which the contractor is currently furnishing or has furnished service for.

COMPANY NAME _____
ADDRESS _____
TELEPHONE NUMBER _____
LENGTH OF CONTRACT _____

COMPANY NAME _____
ADDRESS _____
TELEPHONE NUMBER _____
LENGTH OF CONTRACT _____

COMPANY NAME _____
ADDRESS _____
TELEPHONE NUMBER _____
LENGTH OF CONTRACT _____