



## INVITATION FOR SEALED BID

**TAC 120A**

**Description: LAWN MAINTENANCE EQUIPMENT PARTS**

**Department: CITY OF TULSA  
NIGP Commodity Code(s): 515-00-00-000-0**

**Total pages including this page is 18**

**NOTE: FAXING OF BID IS NOT ACCEPTABLE**

**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 : [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)**

**you must notify the buyer LARRY HOOD of your intent to bid by  
e-mail [lhood@ci.tulsa.ok.us](mailto:lhood@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:** October 31, 2002

**BID NUMBER:** TAC 120A

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

**BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."**

**PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS:** October 23, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NOT REQUIRED

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 365 days. (Bidder to Specify \_\_\_\_\_ Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

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

**MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID**

FIRM NAME \_\_\_\_\_ by \_\_\_\_\_  
(Signature)

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

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 120A

### ITEM 1: HONDA PARTS

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

### ITEM 2: SNAPPER MOWER PARTS

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

### ITEM 3: JOHN DEERE (RESIDENTIAL, COMMERCIAL) MOWER PARTS

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

### ITEM 4: YAZOO MOWER PARTS

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

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**ITEM 5: DIXON PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 6: WEEDEATER PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 7: MTD PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 8: TROY BILT PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 9: BILLY GOAT PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 10: ECHO PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 11: SHINDAIWA PARTS**

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\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 12: STIHL PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 13: TANAKA PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 14: MARUAMA PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 15: RYAN PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 16: McLANE PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 17: RYOBI PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

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\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 18: HUSQUARNA PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 19: POULAN PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 20: McCULLOCH PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 21 HOMELITE PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 22: LITTLE WONDER PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 23: WALKER PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

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\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 24: HOFFCO PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 25: GREEN MACHINE PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 26: INGERSOLL PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 27: PARTNER PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 28: GRAVELY PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 29: DEWEZE PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

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**ITEM 30: JONSERED PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 31: DAYTON PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 32: EX-MARK PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 33: WHIPPER CLIPPER PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 34: GRASS HOPPER PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

**ITEM 35: BRIGGS-STRATTON ENGINES AND PARTS**

\_\_\_\_\_ PERCENT DISCOUNT

\_\_\_\_\_ PRICE LIST NUMBER \_\_\_\_\_ DATED

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**ITEM 36: TECUMSEH ENGINES AND PARTS**

\_\_\_\_\_ **PERCENT DISCOUNT**

\_\_\_\_\_ **PRICE LIST NUMBER** \_\_\_\_\_ **DATED**

**DELIVERY CHARGE TO ALL CITY DEPARTMENT LOCATIONS WITHIN TULSA CITY LIMITS:**

\$ \_\_\_\_\_

**ITEM 37: RANSOMMES PARTS**

\_\_\_\_\_ **PERCENT DISCOUNT**

\_\_\_\_\_ **PRICE LIST NUMBER** \_\_\_\_\_ **DATED**

**DELIVERY CHARGE TO ALL CITY DEPARTMENT LOCATIONS WITHIN TULSA CITY LIMITS:**

\$ \_\_\_\_\_

**ANY DELIVERY OUTSIDE TULSA CITY LIMITS WILL BE SHIPPED BY BEST WAY PREPAID AND BILLED AT COST WITH PROOF OF SHIPMENT INCLUDED WITH INVOICE.**

**NOTE: BIDDER MUST SUBMIT (1) ORIGINAL BID PACKAGE WITH PRICING SHEETS, AND TWO (2) COMPLETE COPIES WITH PRICING SHEETS**

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**TAC 120A**

**LAWN MAINTENANCE EQUIPMENT PARTS  
FOR THE  
CITY OF TULSA**

**NIGP CODE: 515-00-00-000-0**

**INTENT**

THE INTENT OF THIS BID IS TO SECURE ON A COMPETITIVE BASIS, A SOURCE(S) OF SUPPLY FOR FURNISHING **LAWN MAINTENANCE EQUIPMENT PARTS** FOR THE CITY OF TULSA.

**GENERAL**

LAWN MAINTENANCE EQUIPMENT BY DEFINITION INCLUDES: MOWERS, RESIDENTIAL AND COMMERCIAL, WALK BEHIND, RIDERS WITH FRONT AND BELLY TYPE MOWING DECKS, EDGERS, TRIMMERS, PRUNERS, BLOWERS, CHAIN SAWS, TILLERS AND AUGERS.

PARTS TO BE FURNISHED BY THIS CONTRACT ARE TO BE NEW, UNUSED, OEM REPLACEMENT PARTS.

BIDDERS ARE TO BID A PERCENTAGE DISCOUNT FROM THE CURRENT MANUFACTURER'S LIST PRICE. THE DISCOUNT BID SHALL REMAIN IN EFFECT FOR THE DURATION OF THE CONTRACT PERIOD. SHOULD THE MANUFACTURER'S PRICE INCREASE OR DECREASE DURING THE CONTRACT PERIOD THE DISCOUNT SHALL REMAIN THE SAME AND THE CONTRACT HOLDER SHALL FURNISH THE CITY OF TULSA PURCHASING DIVISION WRITTEN PROOF OF SUCH WITHIN TEN (10) DAYS. THE CITY WILL NOT BE OBLIGATED TO ANY PRICE INCREASE IF NOT NOTIFIED AS SPECIFIED.

BIDDER SHALL FURNISH A COPY OF THE PRICE LIST WITH YOUR BID PACKAGE. **FAILURE TO COMPLY SHALL RESULT IN REJECTION OF YOUR BID.**

**BIDDERS ARE NOT REQUIRED TO BID ON ALL ITEMS.** BIDS WILL BE AWARDED BY ITEM.

**QUALIFICATION OF BIDDERS**

BIDS WILL BE ACCEPTED ONLY FROM FACTORY AUTHORIZED DEALERS FOR THE ITEMS BID. PROOF OF DEALER AUTHORIZATION MAY BE REQUIRED BY THE CITY BEFORE AWARD IS MADE.

**DELIVERY**

THE CITY MAY PICK UP PARTS AT THE VENDOR LOCATION OR MAY REQUEST DELIVERY BY THE VENDOR. EMERGENCY ORDERS SHALL BE DELIVERED WITHIN FORTY-EIGHT (48) HOURS AFTER RECEIPT OF ORDER. STOCK ORDERS SHALL BE DELIVERED WITHIN TEN (10) WORKING DAYS.

**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 REPRESENTATION, 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.

## **CONTRACT**

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY IN ACCORDANCE WITH ITEM 15 OF THE **TERMS AND CONDITIONS** AS PRINTED ON THE BACK OF THE **INVITATION FOR SEALED BIDS** FORM. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH AN AUTOMATIC RENEWAL FOR FOUR (4) ADDITIONAL YEARS, RENEWABLE ANNUALLY WITH AGREEMENT BETWEEN BOTH PARTIES CONCERNED. SHOULD THE CONTRACT HOLDER NOT WANT TO RENEW THE CONTRACT THEY SHALL NOTIFY THE CITY NINETY (90) DAYS PRIOR TO EXPIRATION. ALL CONTRACTS AND RENEWALS ARE SUBJECT TO AVAILIBLTY OF FUNDS.

## **CONTRACTS**

CONTRACTS REQUIRED OF THE SUCCESSFUL BIDDER ON THIS BID SOLICITATION MUST DELIVERED TO:

LEGAL DEPARTMENT - CITY OF TULSA  
200 CIVIC CENTER, ROOM 316  
TULSA, OK 74103

## **PRICE ADJUSTMENT OPTION AT CONTRACT RENEWAL TIME**

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.

## **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.

## **RIGHT TO AUDIT**

BIDDER FULLY UNDERSTANDS AND HEREBY AGREES BY THE SUBMISSION OF THIS BID THAT SHOULD BIDDER BE AWARDED THIS BID AND SUBSEQUENTLY ENTER INTO CONTRACT WITH THE CITY TO FURNISH THE GOODS, SERVICES, MATERIALS AND/OR SUPPLIES CALLED FOR HEREUNDER, THE BIDDER SHALL, UPON ANY REASONABLE REQUEST BY CITY AND DURING BIDDER'S NORMAL BUSINESS HOURS, GRANT CITY STAFF INGRESS ONTO BIDDER'S PREMISES WHERE BIDDER'S BOOKS AND RECORDS ARE KEPT AND FURTHER AGREES THAT BIDDER SHALL PROVIDE CITY STAFF PERSONNEL REASONABLE ACCESS TO AND SUCH CLERICAL ASSISTANCE AS CITY'S STAFF MAY REQUIRE FOR EXAMINATION AND AUDIT OF BIDDER'S BOOKS AND RECORDS AS RELATE TO GOODS, SERVICES, MATERIALS AND/OR SUPPLIES FURNISHED CITY DURING THE TERM OF ANY CONTRACT RESULTING BETWEEN BIDDER AND CITY PURSUANT TO THIS BID.

## **AMERICANS WITH DISABILITIES ACT**

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. THE CONTRACTOR AGREES THAT ITS PROGRAM OR ACTIVITY WILL COMPLY WITH THE REQUIREMENTS OF THE ADA. ANY COSTS OF SUCH COMPLIANCE WILL BE THE RESPONSIBILITY OF CONTRACTOR. UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

## **EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED**

A. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORIGIN, EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISION OF THIS NON-DISCRIMINATION CLAUSE.

(2) THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYMENT PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.

(3) NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

B. THE CONTRACTOR WILL INCLUDE THE PROVISION OF THE FOREGOING PARAGRAPHS OF THIS SECTION IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

## **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:

E. AWARD OF CONTRACT.

1. AUTHORITY OF 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. 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;

## **AWARD OF BID (CONTINUED)**

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, AND;

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.

#### BID DOCUMENTS

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN IT'S ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOU NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED.

**FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

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