



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 1 of 32

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # **TAC125K**

DESCRIPTION: **Uniform Procurement (Commodity Code(s): 200-00)**

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday July 13, 2011, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 2 of 32

SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Darla Harvey

darlaharvey@cityoftulsa.org

Include **IFB TAC125K Uniform Procurement** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB TAC125K Uniform Procurement on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date _____ Time _____

Location _____

___ Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

___ Attendance is not required to submit a Bid.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

___ Electronic Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 3 of 32

**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street
City
State
Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Legal or Alternate Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 4 of 32

**FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC125K – Uniform Procurement

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. **Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
4. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 5 of 32

**FORM #2 (Page 2 of 4)
PURCHASE AGREEMENT**

7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller: _____

To CITY: _____

With a copy to: _____

City Clerk, CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103
Darla Harvey, Buyer
175 E 2nd Street, Suite 865
Tulsa, Oklahoma 74103

18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 6 of 32

**FORM #2 (Page 3 of 4)
PURCHASE AGREEMENT**

payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity.** Each bidder agrees to comply with the terms of Title 5 of Tulsa Revised Ordinances relating to Equal Employment Opportunity and to the utilization of minority, female, disadvantaged and BRIDGE program companies.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 7 of 32

**FORM #2 (Page 4 of 4)
PURCHASE AGREEMENT**

IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ▶ _____

Printed Name: _____

Title: _____

Date: _____

ATTEST:

Corporate Secretary

Company Name/Address [Please Print] _____ Address _____ City _____ State _____ Zip Code _____

() - () -
Telephone Number _____ Fax Number _____ Email Address _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

By: _____
Mayor

Date: _____

ATTEST:

City Clerk

APPROVED:

Assistant City Attorney



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 8 of 32

FORM #3

INTEREST AFFIDAVIT

STATE OF _____)
) ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011

City of Tulsa,
Oklahoma
Page 10 of 32

FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____
My commission number: _____
County and State where notarized: _____

The Affidavit must be signed by an authorized agent and notarized



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 11 of 32

FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name:

Title:

Date:



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 12 of 32

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **"Acceptance"** with respect to a Bid shall mean the City's selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **"Acceptance"** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **"Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **"Authorized Agent"** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **"Bid"** means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **"Bidder"** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **"Bid Packet"** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **"Bid Submission Date"** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **"City"** shall mean the City of Tulsa, Oklahoma.
 - J. **"Days"** shall mean calendar days unless specified otherwise.
 - K. **"Primary Seller"** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **"Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **"Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **"Secondary Seller"** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 13 of 32

- O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
- P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.
3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 14 of 32

10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B.** Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E.** **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A.** City may reject any or all Bids, in whole or in part.
 - B.** **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
 - C.** A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
 - D.** City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E.** Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 15 of 32

Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable
175 East 2nd Street, 8th floor
Tulsa, Oklahoma 74103

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 16 of 32

SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is required: **Yes: X No: _____**

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

Seller's insurance policy and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to City of such change, cancellation or termination. You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address;
- C. Policy number;
- D. Liability coverage and amounts;
- E. Commencement and expiration dates;
- F. Signature of authorized agent of insurer;
- G. Invitation For Bid number.

The completed Certificate of Insurance form should be sent to the assigned Project Buyer reflected on the Summary Sheet of this Bid Packet. An endorsement from the insurer must be obtained by Seller which adds City as an Additional Insured to the policy and states that the insurer will provide City with notice thirty days in advance of termination, cancellation or change in the coverage of the policy. The cancellation clause on your certificate must conform to the endorsement. Any conflict between the endorsement and the certificate is a material breach of the Purchase Agreement and can result in the retraction by City of the award of the Bid to Seller

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is required:

Yes: _____ No: X

B. Performance Bond. If the box is checked "Yes," the Performance Bond is required:



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 17 of 32

Yes: No:

6. **References.** If the box is checked "Yes," References are required:

Yes: No: If yes, number required: 3

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____
E-mail address: _____
Nature of Relationship with Bidder: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____
E-mail address: _____
Nature of Relationship with Bidder: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone: _____
E-mail address: _____
Nature of Relationship with Bidder: _____

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 18 of 32

TECHNICAL SPECIFICATIONS

INTENT

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **UNIFORMS** by means of procurement for the City of Tulsa.

TECHNICAL SPECIFICATIONS:

GENERAL:

The City of Tulsa requests that Bidder provides pricing for the following method of satisfying the City's requirements. **Each Bidder must also attach a technical description/specification sheet for each item included in the bid.**

BUY: Approximate quantities: (250) Executive Uniforms and (875) Field Employee Uniforms. Approximately 200 employees receive Year 1 allotment each year. **City does not guarantee quantities.**

Current Allotment Schedule for Executive and Field Employee Uniforms:

Year 1: 10 shirts, 6 pants, 1 jacket, 2 hats

Year 2: 6 shirts, 4 pants, 1 jacket, 2 hats

Year 3: 6 shirts, 4 pants, 1 jacket or \$175 to purchase shirts, pants, and additional, approved items from the optional list.

Year 4 and above: \$175 to purchase approved standard uniform items or items from the optional list.

All clothing shall be furnished in both men's and women's sizes and cuts.

Each uniform (as applicable) will have a patch sewn or embroidered with the City of Tulsa's approved logo (with the individual department name below the logo except in the case of the 911 employees which shall include "911 Public Safety" and the medical office personnel which shall include "City Medical") on left side of shirts (excluding t-shirts) and outer jackets. **T-shirts shall be silk screened on left front.** The City Logo must also be sewn or embroidered on other items including, but not limited to, ball caps, jumpsuits and coveralls as described below as well as additional items ordered through the catalog (at the discretion and approval of the Uniform Committee). The logo must meet the official City Logo standards (including color specifications). The logo must be 100% Swiss embroidered with approximately 28000 stitch count minimum. Seller will need to submit a sample of the patch prior to orders being filled.

Several job classifications require that the employee's uniform consist of 100% untreated cotton items. All 100% cotton items must have a total weight of at least 4.5oz/square yd.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 19 of 32

The Seller will be required to submit a quarterly summary of all items purchased which shall include the quantities and sizes of the items purchased by the City. These summaries shall be in a format similar to the bid proposal form and shall be submitted to the Uniform Committee Chair.

LIQUIDATED DAMAGES:

The determination of the amount of damages resulting from any late delivery of merchandise specified herein being difficult to ascertain, the City shall have the right to discount the purchase price at a rate of 1% per calendar day, for every day that delivery is delayed beyond the time specified in these conditions. The Seller agrees, by submission of a bid, that such deductions made from the purchase price, for late delivery of merchandise and delayed delivery due to Seller error shall be in the nature of liquidated damages and will not constitute a penalty.

SERVICE REPRESENTATIVE:

The Seller must have a local representative. The representative must be within a fifty (50) mile radius of the City of Tulsa.

The Seller shall be responsible for the performance and actions of its employees at all times while working under this contract. If performance becomes unsatisfactory to the City's representatives, the Seller will be directed to correct the unsatisfactory performance or replace the representative. Failure to comply may result in the cancellation of the contract in whole and may affect any future bid awards.

SAMPLES:

Bidders may also be requested to furnish samples of the product(s) bid, for purposes of evaluation, at no cost to the City of Tulsa and exact color and make of item requested. Samples are to be submitted within ten (10) days after receipt of written notice by the City.

ORDER AND DELIVERY:

The Seller will come to each site as needed with samples of all clothing types and sizes as required by contract to measure and fit each employee. Measurement is to begin within 30 calendar days after award of contract. The City will require employees to sign the order ticket and measurement form to confirm order. A copy of the form will be left at the work location.

Only employee orders on pre-approved forms and signed by the Department's designated contact shall be filled. The Seller's order ticket form should reflect uniforms specific to the section being fitted. The order ticket form must be pre-approved and must be submitted in the same format as the delivery/pricing form.

All delivery sites will be within the City of Tulsa, Oklahoma metropolitan area. The City will designate no more than sixty (60) locations that must be serviced by Seller.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 20 of 32

All prices shall be quoted F.O.B. delivered to the user. Delivery time should be within sixty (60) calendar days or less from date of measure after receipt of purchase order.

SECTION I: Executive Employee Uniforms:

A. Executive Shirts:

1. At least 35% combed cotton as well as 100% cotton, tapered tails, seven(7) button front, with one breast pocket, Color: Seller standard, catalog colors. Sizes S-2XL plus extended sizes, regular, long and short. Long Sleeve and Short Sleeve.

and

2. At least 35% combed cotton as well as 100% cotton tapered tails, seven (7) button front, with button down collar. Color: seller standard, catalog colors. Sizes S-2XL plus extended sizes, regular long and short. Long Sleeve and Short Sleeve.

B. Polo Shirts

Several styles consisting of both polyester/cotton blend and 100% cotton preshrunk jersey or pique knit; Colors: seller's standard, catalog colors (solid colors). 3 button, rib band and collar, short sleeve/long sleeve, with or without pocket left chest. Sizes: S-2XL plus extended sizes. Long Sleeve and Short Sleeve.

C. Executive Slacks:

Styles to include 35% cotton, with 7-1/2 oz. twill weave and 100% cotton. No roll waist band, moderately flared leg with permanent crease, belt loops, re-enforced stitching. Color: seller's standard, catalog colors. Size: Men's waist sizes 28-42 plus extended sizes, Women's size 4-20 plus extended sizes.

D. Three Season Jacket

Water resistant nylon, fleece lining, zipper front, inner storm flap with zip-through tunnel collar, zippered pockets, zippered inside security pocket, knit bottom band and cuffs, raglan sleeves. Colors: seller's standard, catalog colors; Sizes: S-2XL plus extended sizes. Hi-visibility of equal or better construction quoted separately.

SECTION II: Field Employees Uniforms:

A. Work Shirts:



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 21 of 32

Two styles consisting of at least 35% cotton weave soil release finish and, at least 4.5 oz/sq. yd., 100% untreated cotton; two (2) button through pockets, stitched down front facings, reinforced points, seven (7) button or snap front. Color: Orange and seller's standard, catalog colors. Sizes: S-2XL plus extended sizes. Short, regular and long. Short Sleeve and Long Sleeve.

B. Tee Shirts:

Several styles consisting of 50% polyester/ 50% cotton as well as 100% Cotton. City logo will be silk screened on left front and above pocket on pocketed styles. Colors: Orange, and seller's standard, catalog colors. Long Sleeve and Short Sleeve. Sizes: S-2XL plus extended sizes.

C. Work Pants:

Styles to include 1) consisting of at least 35% cotton, with 7-1/2 oz. twill weave and 2) at least 4.5 oz/ sq. yd. untreated 100% cotton. Employee may choose either western style, industrial or expandable side pants. Heavy duty zipper, bar tacked belt loops, extra belt loops maybe needed for larger sizes, double needled seat seams. Size: Men's waist sizes 28-42 plus extended sizes, Women's size 4-20 plus extended sizes. Color: Including but not limited to gray, charcoal gray, navy blue, dark brown, tan/khaki, and green.

D. Ball Caps (Summer)

Nylon mesh on sides and back, one size fits all, adjustable band, brimmed cap. Embroidered patch or direct embroider to hat. Color: Safety Orange, seller's standard, catalog colors. Four color City of Tulsa emblem patch or direct embroider, summer weight.

E. Ball Caps (Winter)

Colors: Safety Orange, seller's standard, catalog colors. One size fits all, adjustable band, brimmed cap. Embroidered four color (white, black, blue and gold) City of Tulsa emblem patch or direct embroider.

F. ANSI Class 3 Safety Tee Shirt

100% moisture wicking, polyester. City logo will be silk screened on left front. Colors: High Visibility Yellow, with reflective taping on front and back in conformance with ANSI standards. Sizes: S-2XL plus extended sizes.

SECTION III: Approved Discretionary Items

A. Insulated Coveralls/Bib Overall

65% polyester 35% combed cotton with 100% polyester lining. To be worn over shirt and pants. Two-way zipper front with top snap, ruler-plier pocket, adjustable snaps at leg bottom, two breast pockets, two hip pockets, front "swing" pockets with side openings, with zipper up leg. City of Tulsa patch to be sewn on above left front pocket. Colors: seller's standard, catalog colors and Safety Orange. Sizes: S-XL plus extended sizes; regular, short, tall, regular and LONG sleeves.



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 22 of 32

B. Work Jackets:

Two styles consisting of at least 35% cotton in 7.5 oz./sq. yd. twill and consisting of 100% cotton. Rib-knit collar, rib-knit cuffs sewn to the sleeve, rib-knit waistband 3-1/2" wide, heavy duty brass separating zipper with an aluminum zipper sewn to the underside of the facing, so a liner may be zipped in (if available). The City logo patch sewn or embroidered on the left pocket area. Sizes: S – 2XL plus extended sizes, short, regular and long. Colors: Safety Orange, seller's standard, catalog colors.

Work Jacket Liner-Long Sleeve: (Removable): To be zipped in as a liner for the work jacket. Colors: seller's standard, catalog colors; Sizes: S-2XL plus extended sizes.

C. Chore Coat

100% cotton duck heavyweight construction, safety stitched seams, brass buttons, corduroy collar, heavyweight insulated polyester or fleece lining. Colors: seller's standard, catalog colors. Sizes: S-2XL plus extended sizes.

D. Fire Rated Coveralls

Full body coverage, chest pockets, snap closures; Minimum arc thermal performance exposure value (ATPV) of 5 as defined in the ASTM P S58 standard arc test method for flame resistant fabrics to meet NFPA 70E Hazard Risk Category 2. Sizes: S-XL plus extended sizes; regular, short, tall, regular; Colors: seller's standard, catalog colors.

E. Nylon Jackets

Nylon jacket lined with preshrunk flannel of 100% preshrunk cotton. Set in sleeves, slash pockets and full-cut collar. Water repellent, machine washable, snap closure, elastic cuffs, drawstring bottom. Jacket should have City of Tulsa artwork silk screened or embroidered on left front approximately 4-5" below the shoulder. Colors: seller's standard, catalog. Sizes: S-2XL plus extended sizes, short, regular and tall.

F. Work Shorts:

Plain front work shorts: Consisting of 65/35 Poly/Cotton. Size: Men's waist sizes 28-42 plus extended sizes, Women's size 4-20 plus extended sizes. Color: seller's standard, catalog colors.

and

Explorer Shorts (Cargo style shorts): Consisting of 65/35 Poly/cotton and 100% cotton. Size: Men's waist sizes 28-42 plus extended sizes, Women's size 4-20 plus extended sizes. Color: seller's standard, catalog colors.

G. Short/Long Sleeve Jumpsuits

65% polyester 35% cotton permanent press poplin as well as 100% cotton. Two-way zipper front



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 23 of 32

with top snap #5 Brass, left chest pocket and two hip pockets, adjustable belt in front elastic in rear. Action-back for freedom of movement, heavy duty polyester thread. City of Tulsa emblem, 100% Swiss embroidered or sewn on above the left front pocket. Colors: seller's standard, catalog colors. Sizes: S- 2XL plus extended sizes, short, regular and tall.

H. Insulated Bib Overall

High back suspenders with adjustable elastic straps, elastic back waistband, chest, waist, and hip pockets, double tool pocket & hammer loop. Zips waist to ankle with snaps. Colors seller's standard, catalog colors; Sizes: S- XL plus extended sizes.

I. Winter Parkas

Made with polyester fiberfill lining. Deep pile butterfly hood. Heavy-duty sewn construction, knit storm cuffs, double front closure, two flap pockets, two side pockets. City of Tulsa emblem to be sewn on left front. Colors: seller's standard, catalog colors. Sizes: S-2XL plus extended sizes, short, regular and tall.

J. Sweatshirts

Several styles (crewneck, hooded pullover, zippered, hooded pullover) consisting of polyester/cotton blend including styles consisting of 100% cotton. City logo embroidered on left front. Colors: Orange and seller's standard, catalog colors Sizes: S-2XL plus extended sizes, short, regular and tall.

K. Hooded Duck Jacket

Heavyweight insulation, pleated sleeves and bi-swing back range of motion, heavy-duty zippers, inside chest and cell phone pockets, reinforced stress points, and safety-stitched seams. Machine wash. Cotton Duck, 3 piece Hood with drawstring, Knit sleeve Cuffs & Waistband, Front Pouch Pockets. Colors: seller's standard, catalog colors. Sizes: S-2XL plus extended sizes, short, regular and tall.

L. Belt

Military style with canvas webbing, adjustable size, and metal buckle, 1 ¼ inch wide; Color: seller's standard, catalog colors.

M. Insulated Work Vest

Poly/cotton twill insulated work vest with two front pockets; Colors: seller's standard, catalog colors; Sizes: S-2XL plus extended sizes.

N. Cargo Pants

Consisting of at least 35% cotton and 100% cotton, 2 cargo pockets Heavy duty zipper and button close waist. Seller's standard colors; Sizes: S-2XL plus extended sizes



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 24 of 32

O. Scrub Top

Crossover style consisting of at least 35% cotton with front pocket(s); Color: Royal Blue; Sizes S-2XL plus extended sizes.

P. Scrub Pants

Drawstring style consisting of at least 35% cotton with pockets; Color: Royal Blue, Sizes: S-2XL plus extended size

1898





**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 25 of 32

**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

All items in Sections I and II must be priced for a responsive bid. Items in Section III, Approved Discretionary Items, that the bidder wishes to provide as part of this contract must be priced in Section III. Pricing is for both men's and women's sizes and cuts.

During the term of the contract, the Seller must provide written notice to the Uniform Committee Chair of any discontinued items and the proposed substitutes. All substitutes must be approved by the Uniform Committee Chair before any orders are placed. Substitutes must be of the original quality specified in the bid documents and in accordance with bid prices.

“Extended Sizes” includes size 3XL and above for shirts, jackets, and 2XL and above for coveralls, and overalls; waist size 44 and above for men’s pants and shorts; size 22 and above for women’s pants and shorts. Complete descriptions including size requirements, styles, and colors and are included in the Technical Specifications section of this document.

DO NOT ATTACH ALTERNATE PRICING METHODS.

City Ref. #	Item Description	QTY (approximate)	Unit Cost	Extended Cost	Catalog or item number(s) of item or equivalent
SECTION I - Executive Employees (Approximately 250 Employees)					
1	Executive Shirts-Long Sleeve (I-A)	300	\$ _____	\$ _____	
	Executive shirt LS with 4” added length	30	\$ _____	\$ _____	
	Executive shirt LS for Extended sizes (3XL and above)	30	\$ _____	\$ _____	
1a	Executive Shirts-Long Sleeve 100% Cotton	300	\$ _____	\$ _____	
	Executive shirt LS with 4” added length	30	\$ _____	\$ _____	
	Executive shirt LS for Extended sizes (3XL and above)	30	\$ _____	\$ _____	
2	Executive Shirts-Short Sleeve (I-A)	300	\$ _____	\$ _____	
	Executive shirt SS with 4” added length	30	\$ _____	\$ _____	



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 26 of 32

	Executive shirt SS for Extended sizes (3XL and above)	30	\$ _____	\$ _____	
2a	Executive Shirts-Short Sleeve 100% Cotton	300	\$ _____	\$ _____	
	Executive shirt SS with 4" added length	30	\$ _____	\$ _____	
	Executive shirt SS for Extended sizes (3XL and above)	30	\$ _____	\$ _____	
3	Polo Shirts (short sleeve with pocket) (IB)	200	\$ _____	\$ _____	
	Polo Shirt Extended sizes (3XL and above)	40	\$ _____	\$ _____	
3a	Polo Shirts -100% Cotton (short sleeve with pocket)	200	\$ _____	\$ _____	
	Polo Shirt Extended sizes (3XL and above)	40	\$ _____	\$ _____	
4	Executive Pants (I-C)	600	\$ _____	\$ _____	
	Executive Pants Extended sizes	60	\$ _____	\$ _____	
4a	Executive Pants 100% Cotton	600	\$ _____	\$ _____	
	Executive Pant, 100% Cotton Extended sizes	60	\$ _____	\$ _____	
5	3 Season Jacket (ID)	150	\$ _____	\$ _____	
	3 Season Jacket Extended sizes (3XL and above)	25	\$ _____	\$ _____	
GRAND TOTAL SECTION I (Items 1-5)				\$ _____	

SECTION II – Field Employees (Approximately 875 Employees)

1	Work Shirts-Long Sleeve (II-A)	1500	\$ _____	\$ _____	
	Work shirt LS with 4" added length	40	\$ _____	\$ _____	
	Work shirt LS for Extended sizes (3XL and above)	40	\$ _____	\$ _____	
1a	Work Shirts-Long Sleeve 100% Cotton	1500	\$ _____	\$ _____	
	Work shirt LS with 4" added length	40	\$ _____	\$ _____	
	Work shirt LS for Extended sizes (3XL and above)	40	\$ _____	\$ _____	
2	Work Shirts-Short Sleeve (II-A)	2000	\$ _____	\$ _____	



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 27 of 32

	Work shirt SS with 4" added length	40	\$ _____	\$ _____	
	Work shirt SS for Extended sizes (3XL and above)	40	\$ _____	\$ _____	
2a	Work Shirts-Short Sleeve 100% Cotton	2000	\$ _____	\$ _____	
	Work shirt SS with 4" added length	40	\$ _____	\$ _____	
	Work shirt SS for Extended sizes(3XL and above)	40	\$ _____	\$ _____	
3	Tee Shirt (IIB) (no pocket, silk screened)	500	\$ _____	\$ _____	
	Extended sizes (3XL and above)	50	\$ _____	\$ _____	
3a	Tee Shirt -100% Cotton (no pocket, silk screened)	500	\$ _____	\$ _____	
	Extended sizes(3XL and above)	50	\$ _____	\$ _____	
4	Tee Shirt, Long Sleeve (IIB) (no pocket, silk screened)	200	\$ _____	\$ _____	
	Extended sizes (3XL and above)	25	\$ _____	\$ _____	
4a	Tee Shirt, Long Sleeve-100% Cotton (no pocket, silk screened)	200	\$ _____	\$ _____	
	Extended sizes (3XL and above)	25	\$ _____	\$ _____	
5	Work Pants (II-C) (multiple styles)	1500	\$ _____	\$ _____	
	Extended sizes	200	\$ _____	\$ _____	
5a	Work Pants -100% Cotton	500	\$ _____	\$ _____	
	Extended sizes	200	\$ _____	\$ _____	
6	Jackets – 3 Season (ID)	800	\$ _____	\$ _____	
	Extended sizes (3XL and above)	75	\$ _____	\$ _____	
7	Ball Cap Mesh (IID)	500	\$ _____	\$ _____	
8	Ball Cap Single Sandwich Bill (IIE)	500	\$ _____	\$ _____	
9	Tee Shirt ANSI Class 3 Safety T-shirt IIF)	300	\$ _____	\$ _____	
	Extended Sizes (3XL and above)	200	\$ _____	\$ _____	
9a	Tee Shirt ANSI Class 3 Safety T-shirt long sleeve	75	\$ _____	\$ _____	



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 28 of 32

	Extended sizes (3XL and above)	100	\$ _____	\$ _____	
GRAND TOTAL SECTION II (ITEMS 1-9a)				\$ _____	
GRAND TOTAL (SECTIONS I, and II) Basis for Award				\$ _____	
SECTION III – Approved Discretionary Items					
1	Insulated Coveralls (IIIA)	100	\$ _____	\$ _____	
	Extended sizes	20	\$ _____	\$ _____	
2	Work Jacket (IIIB)	200	\$ _____	\$ _____	
	Extended sizes (3XL and above)	20	\$ _____	\$ _____	
2a	Removable liner (if applicable)	200	\$ _____	\$ _____	
	Extended sizes (3XL and above)	20	\$ _____	\$ _____	
3	Chore coat (IIIC)	50	\$ _____	\$ _____	
	Extended sizes(3XL and above)	20	\$ _____	\$ _____	
4	FR Coveralls (minimum ATPV 5) (IIID)	100	\$ _____	\$ _____	
	Extended sizes	20	\$ _____	\$ _____	
5	Nylon Jackets (IIIE)	50	\$ _____	\$ _____	
	Extended sizes(3XL and above)	20	\$ _____	\$ _____	
6	Work Shorts (IIIF)	100	\$ _____	\$ _____	
	Extended sizes	20	\$ _____	\$ _____	
6a	100% Cotton Work Shorts	50	\$ _____	\$ _____	
	Extended Sizes	10	\$ _____	\$ _____	
7	Cargo Style Shorts (IIIF)	50	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
7a	100% Cotton Cargo style shorts	50	\$ _____	\$ _____	



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 29 of 32

	Extended sizes	10	\$ _____	\$ _____	
8	Tee Shirt (with pocket, silk screened) (IIB)	500	\$ _____	\$ _____	
	Extended sizes(3XL and above)	50	\$ _____	\$ _____	
8a	Tee Shirt – 100% Cotton (with pocket, silk screened)	500	\$ _____	\$ _____	
	Extended sizes(3XL and above)	50	\$ _____	\$ _____	
8b	Tee Shirt Long Sleeve, (with pocket silk screened) (IIB)	200	\$ _____	\$ _____	
	Extended sizes(3XL and above)	25	\$ _____	\$ _____	
8c	Tee Shirt Long Sleeve, 100% Cotton with pocket, silk screened	200	\$ _____	\$ _____	
	Extended sizes (3XL and above)	25	\$ _____	\$ _____	
9	Short Sleeve Jumpsuits (IIIG)	50	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
9a	Short Sleeve Jumpsuits – 100% cotton	10	\$ _____	\$ _____	
	Extended sizes	5	\$ _____	\$ _____	
9b	Long Sleeve Jumpsuits (IIIG)	50	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
9c	Long Sleeve Jumpsuits -100% cotton	30	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
10	Polo Shirts (without pockets) (IB)	150	\$ _____	\$ _____	
	Extended sizes (3XL and above)	25	\$ _____	\$ _____	
10a	Polo Shirts – 100% cotton (without pockets)	150	\$ _____	\$ _____	
	Extended sizes(3XL and above)	25	\$ _____	\$ _____	
10b	Polo Shirts Long Sleeve (IB) (without pocket)	150	\$ _____	\$ _____	
	Extended sizes (3XL and above)	25	\$ _____	\$ _____	
10c	Polo Shirts Long Sleeve 100% cotton (without pocket)	150	\$ _____	\$ _____	



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 30 of 32

	Extended sizes (3XL and above)	25	\$ _____	\$ _____	
11	Insulated Bib Overall (IIIH)	50	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
12	Winter Parka with removable hood (patch only) (III I)	100	\$ _____	\$ _____	
	Extended sizes	15	\$ _____	\$ _____	
13	Poly/Cotton crewneck sweatshirt (IIIJ)	40	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
13a	100% Cotton crewneck heavyweight sweatshirt (IIIJ)	40	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
13b	Poly/Cotton, lined hooded zipper sweatshirt (IIIJ)	40	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
13c	100% Cotton hooded zipper sweatshirt	40	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
13d	Poly/Cotton hooded pullover sweatshirt (IIIJ)	40	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
13e	100% Cotton hooded pullover sweatshirt	40	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
14	Insulated Hooded Jacket (Cotton Duck) (IIIK)	50	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
15	Belt (IIIL)	100	\$ _____	\$ _____	
16	Insulated Vest (IIIM)	50	\$ _____	\$ _____	
	Extended sizes	10	\$ _____	\$ _____	
17	Ball Cap - Solid back canvas	500	\$ _____	\$ _____	
18	Ball Cap - All season low profile solid back canvas	500	\$ _____	\$ _____	



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 31 of 32

19	Ball Cap skull cap (with brim)	50	\$ _____	\$ _____	
20	Acrylic stocking cap	50	\$ _____	\$ _____	
21	Full face acrylic cap	50	\$ _____	\$ _____	
22	Patch only (application of patches and embroidery on special items seller not able to supply)	10	\$ _____	\$ _____	
23	Cargo work pants (IIN)	50	\$ _____	\$ _____	
	Extended sizes	5	\$ _____	\$ _____	
23a	100% Cotton cargo work pants	20	\$ _____	\$ _____	
	Extended sizes	5	\$ _____	\$ _____	
24	High visibility 3-season jacket with reflective taping(ID)	50	\$ _____	\$ _____	
25	Crossover Scrub Top (IIIO)	20	\$ _____	\$ _____	
	Extended sizes	5	\$ _____	\$ _____	
26	Draw string scrub pant (IIIP)	20	\$ _____	\$ _____	
	Extended sizes	5	\$ _____	\$ _____	
	Grand Total Section III (items 1-26)			\$ _____	

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

“Extended Sizes” includes size 3XL and above for shirts, jackets, and 2XL and above for coveralls, and overalls; waist size 44 and above for men’s pants and shorts; size 22 and above for women’s pants and shorts. Complete descriptions including size requirements, styles, and colors and are included in the Technical Specifications section of this document.

DO NOT ATTACH ALTERNATE PRICING METHODS.

Annual Price Adjustment. The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price **will be considered** if the following conditions are met:

- a) You must limit any increase to **one** of the following (indicate your choice*):
 - a. the change in the Consumer Price Index from BLS Table 1(web link below) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year _____ (place an “X” here if this is your choice)
 - b. a fixed percentage you specify _____%



**Invitation For Bid
TAC125K Uniform Procurement
Human Resources
Issued: June 16, 2011**

**City of Tulsa,
Oklahoma**
Page 32 of 32

- b) You must notify City, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price choice in your bid. **Failure to so notify City will result in City denying any price increases.** In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.
- c) **You must certify at renewal that the prices you are requesting from the City, are as favorable as the prices you are charging your other customers which purchase similar quantities, and types of goods and services. **Any increase requested at renewal will be considered in the City's decision whether to renew, or re-bid, the contract.**

Note: * Any price increase you choose will be considered in the evaluation of your bid. If you choose the CPI-U, the annual increase used for evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

**The Affidavit of Compliance for Price adjustment, which will need to be provided at renewal if an increase is requested, can be accessed via the following Web Link:<http://204.62.23.97/Fms/Fl.htm>, or you may contact the Buyer listed on this Invitation for Bid request one.

Web Link: <http://www.bls.gov/news.release/cpi.t01.htm>

4. Purchase of Additional Items not listed.

The City can purchase any items not listed on the foregoing pages from the seller's _____ catalog(s) dated _____ and attached hereto, at the prices shown in the catalog _____% off list. Note: **City employees must receive prior approval through the Uniform Committee Chairperson to purchase these additional items.** The catalog (s) noted above must be provided prior to finalizing a contract. An updated catalog (s) must be provided with each renewal. Items purchased out of the new catalog (s) will be at the same discounted price noted above. During the term of the contract, additional items not listed on Exhibit A can only be made from the catalogs submitted. The City Reserves the right to purchase from a Secondary Seller to be used in the event of failure of the Primary Seller's ability to supply the full needs of the City.

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET