

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 1 of 26
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ADDENDUM

No.	Date	Description
1	7-15-2010	1. IFB put on hold. The specifications are under review and will be released with a new due date in the very near future. If you have any suggestions, please submit to the project buyer before the end of the day Tuesday 7-20-2010.
Bidder's bid response to this IFB must be on the latest addendum.		

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 2 of 26
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # **TAC410D**

DESCRIPTION: **PLUMBING INSTALLATION, MAINTENANCE & REPAIR** (Commodity Code(s): 910-60)

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 Department
 175 East 2nd Street, Suite 865
 Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on ON HOLD, 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 complete Bid Packet with your Bid.

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 3 of 26
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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:
 Bill Youngblood, CPM Senior Buyer
byoungblood@cityoftulsa.org
 Include **IFB TAC410D** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB **TAC410D** 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.

Pre-Bid Conference

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

Date: NA 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 on the forms listed on page 1. The entire 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 TAC410D
PLUMBING INSTALLATION, MAINTENANCE &
REPAIR
Public Works Department
Issued: June 24, 2010**

**City of Tulsa,
Oklahoma**
Page 5 of 26

**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:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (i.e., not a DBA) (the "Seller").

WITNESSETH:

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

TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR

(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, **or shall be effective on [month][day], 20__ and continuing to [month][day], 20__ at the discretion of City.** 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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 6 of 26
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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.
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: _____

ii. To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Bill Youngblood, CPM Senior Buyer _____
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 865
Tulsa, Oklahoma 74103

**Invitation For Bid TAC410D
PLUMBING INSTALLATION, MAINTENANCE &
REPAIR
Public Works Department
Issued: June 24, 2010**

**City of Tulsa,
Oklahoma**
Page 7 of 26

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

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 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 are to Sections of 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. **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.

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	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 8 of 26
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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 Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Date: _____

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,

ATTEST:

By: _____
Mayor

Date: _____

City Clerk

APPROVED:

Assistant City Attorney

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 9 of 26
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FORM #3 (Page 1 of 1)

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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 10 of 26
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FORM #4 (Page 1 of 1)
NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
)ss.
 COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller'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.

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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 11 of 26
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FORM #5 (Page 1 of 1)
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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 12 of 26
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FORM #6 (PAGE 1 OF 1)
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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 13 of 26
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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS (Page 1 of 4)

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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 14 of 26
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O. “Seller” or “Contractor” 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. With respect to some Invitations for Bid the City may request price adjustment Bids for renewal periods. If price adjustments Bids are requested the specifics of that request will be set forth on the Bid
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 TAC410D
PLUMBING INSTALLATION, MAINTENANCE &
REPAIR
Public Works Department
Issued: June 24, 2010

City of Tulsa,
Oklahoma
Page 15 of 26

(Page 3 of 4)

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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 16 of 26
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(Page 4 of 4)

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.

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	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 17 of 26
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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

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 TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 18 of 26
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Yes: No:

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

CUSTOMER REFERENCES REQUIRED YES:

Bidders shall furnish the names, addresses, agreement, telephone numbers, length of services and size of property of a minimum of five- (5) firms or government organizations for which the vendor is currently furnishing or has in the past furnished services. If required, attach customer references to bid response using the following format:

CUSTOMER REFERENCES

Services must be a minimum two- (2) continuous years for each reference.

- COMPANY NAME
- ADDRESS
- CONTACT NAME
- TELEPHONE NUMBER
- DESCRIBE SERVICES PROVIDED
- LENGTH OF TIME PROVIDING SERVICES

ATTACH REFERENCES TO IFB RESPONSE USING THE ABOVE FORMAT

You must be financially stable. Submit information for the City to determine your financial stability. The information must include three (3) or more of your largest current trade references. At least three (3) of the trade references must be for a minimum of two (2) years. If the information submitted is deemed by the City to be inadequate, the City may require additional information including audited financial information etc. Attach TO IFB response the requested information using the following format:

TRADE REFERENCES REQUIRED YES:

TRADE REFERENCES

- COMPANY NAME _____
- ADDRESS _____
- CONTACT NAME _____
- CONTACT PHONE _____
- CONTACT EMAIL _____

- YEARS DOING BUSINESS _____
- MATERIALS PURCHASED _____

7. EVALUATION METHODOLOGY

AWARD of Purchase Agreement (Contract). If a contract is awarded, it will be 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 etc. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E.

Bids will be reviewed and points will be allocated for each of the following categories by each member of the evaluation committee (minimum of two) and will be based upon the bid submitted.

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 19 of 26
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EVALUATION CRITERIA:

- Proposed labor rates. 90 points
- Proposed material markup. 10 points

A point system will be used to evaluate the bids based on the total number of points earned, using the evaluation criteria listed below; with the contract being awarded to the single bidder gathering the most points.

In each of the following categories, the bidder with the lowest cost (lowest labor rate or lowest material markup) will receive the most points for that category.

The second lowest cost will receive fewer points. Example: If the second lowest cost is 10% higher than the lowest cost for a category, the bidder will receive 10% fewer points. In other words, if the cost bid is X% higher than the lowest cost, the bidder will receive X% fewer points.

Price points will be allocated as follows:

- 1) The proposed hourly rates will be worth a total of 90 points
 - 1.1. 50 points will be given for the lowest hourly rate for licensed journeyman and service truck during normal business hours (Normal business hours are defined as Monday - Friday 8:00 AM - 5:00 PM)
 - 1.2. 5 points will be given for the lowest hourly rate for licensed journeyman and service truck during other than normal business hours
 - 1.3. 5 points will be given for the lowest hourly rate for licensed journeyman during normal business hours (Normal business hours are defined as Monday - Friday 8:00 AM - 5:00 PM).
 - 1.4. 20 Points will be given for the lowest hourly rate for Apprentices/Helpers during normal business hours (Normal business hours are defined as Monday - Friday 8:00 AM - 5:00 PM).
 - 1.5. 5 points will be given for the lowest hourly rate for licensed journeyman outside normal business hours
 - 1.6. 5 points will be given for the lowest hourly rate for Apprentices/Helpers outside normal business hours
- 2) The proposed percentage markup for materials will be worth a total of 10 points.

The lowest percentage from a responsive bidder will receive 10 points. All other responses will receive fewer points. on.

Material cost markups of over 10% shall have a deduction of one point for each half of a percent over 10%.

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	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 20 of 26
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TECHNICAL SPECIFICATIONS

INTENT:

The City is seeking bids from interested parties (defined as Selleror Contractor) for the purpose of providing **State Licensed and City of Tulsa Registered Plumbing Services** to various City of Tulsa facilities, various service locations and miscellaneous locations specifically requested by the City.

A project cannot exceed \$ 24,999.99 without the written approval of the Purchasing Agent or his designee. An example of such approval might be an emergency repair as defined by City ordinance.

Projects shall not be subdivided into smaller projects so that each section remains under \$ 24,999.99.

Public improvement projects as defined by State law are not part of this IFB and resulting contract.

The City reserves the right to exclude certain projects for quoting or bidding separately as it deems appropriate.

MANDATORY REQUIREMENTS:

LICENSES:

MUST BE A LICENSED PLUMBING CONTRACTOR WITH THE STATE OF OKLAHOMA AND A REGISTERED CONTRACTOR WITH THE CITY OF TULSA.—INCLUDE A COPY WITH YOUR BID.

EQUIPMENT:

Must submit with your bid a list of all available equipment along with their sizes and capacities with rates on Exhibit A.

PERSONNEL:

Must submit with your bid a list of current State licensed and City of Tulsa registered journeyman and apprentice/helpers, normal inventory of supplies maintained by the contractor

Providing Service:

Must submit with your bid a written proposal outlining the methodology for providing routine and emergency services.

GENERAL REQUIREMENTS:

Contractor will furnish all qualified personnel, equipment and supplies necessary to respond and remedy requested repairs and services in a timely manner. All materials to be used will be pre-approved by the City prior to installation.

Contractor must furnish to the City a contact point available twenty-four (24) hours a day, seven- (7) days a week. Contractor must have a phone number where they can be contacted within thirty- (30) minutes, seven- (7) days per week for emergencies. Contractor shall also have an operational fax number for the faxing of work orders and other important information.

The contractor will be required to respond to emergency work requests on a same day basis, and to normal work requests within three working days.

Some scheduled projects may occur outside normal business hours, nights or weekends, to accommodate City operations.

The contractor shall be responsible for all applicable inspections, inspection fees, license fees, permit fees and material costs not pre-approved by the City.

Plumbing services include any work requiring licensed journeyman plumbers. Examples of projects include, but are not limited to:

- Repair and replacement of restroom and kitchen fixtures.

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 21 of 26
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- Repair and replacement of potable water lines and devices inside and outside of buildings.
- Repair and replacement of all sanitary sewer lines and devices inside and outside of buildings, including septic systems.
- Cleaning of sanitary sewer lines and devices to restore normal service inside and outside of buildings.
- Repair and replacement of domestic water heating devices and systems inside and outside of buildings.
- Repair and replacement of process piping and devices inside and outside of buildings.

SERVICE WORK REQUESTS:

Contractor will furnish all qualified and licensed personnel, equipment and supplies necessary to respond and remedy requested repairs and services in the time frame listed below.

NORMAL WORK REQUESTS:

Contractor must respond to all normal work requests within two- (2) hours.

EMERGENCY WORK REQUESTS:

Contractor must respond to all emergency service requests within one- (1) hour 24 hours a day 7 days a week.

FAILURE TO MEET THIS RESPONSE TIME CONSTITUTES A BREACH IN CONTRACT.

FEES:

Contractor shall be responsible for all required inspections, inspection fees, license fees, permits, permit fees and material costs purchased for repairs.

SPECIAL EQUIPMENT: (ALL EQUIPMENT RENTAL CHARGES MUST BE PRE-APPROVED BY THE CITY)

Special equipment rental charges with no markup are permissible when deemed necessary to complete a project

PAYMENTS:

Payment of invoices shall be made through the use of itemized purchase orders, blanket purchase orders, City of Tulsa Purchasing Cards; (Credit Card) or contract encumbrances.

Contractor shall provide the following information on all invoices:

- Contract agreement number and/or TAC number:
- City of Tulsa Department name for which work was performed:
- Location/address of where work was performed:
- Name of City of Tulsa authorized person requesting the work to be performed:
- Name of each contractor employee(s) performing the work:
- **Labor hours:**
 - Labor hours shall be listed as either NORMAL BUSINESS HOURS or OTHER THAN NORMAL BUSINESS HOURS.
 - The total number of employees used in each job description and the total hours listed in each description according to the Delivery and Pricing Form.

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 22 of 26
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- **Equipment:**

- Contractor furnished equipment:

All pre-approved contractor equipment shall be listed on the invoice with the total cost of each piece of equipment.

- Special Equipment rental:

Copies of all City of Tulsa pre-approved equipment rental costs with no markup must be furnished with each invoice.

- **Materials:**

Copies of material invoices from Contractor's supplier shall be furnished with invoice.

Completed invoice(s) shall be submitted to the following address for review before being sent to Accounts Payable:

City of Tulsa
Public Works/ Building Operations
175 E. 2nd Street, 8th floor
Tulsa, Oklahoma 74103

PAST EXPERIENCE:

If the City has experienced bad past performance your bid will not be accepted. That bad performance must have been documented, communicated to you in writing, and bidder given an opportunity to correct. If the correction was satisfactory, you will be eligible for this project.

If past billing practices were determined (are determined) to not be in accordance with an agreement in place at the time (quote, bid, purchase order, contract, etc.), you may not be eligible to bid on this project depending on the cause and resolution of those billing practices. Over billing would, of course, be one of the most serious. If a review of past billing practices were to determine discrepancies after the award of this contract, the proper resolution of those discrepancies would be necessary to continue this contract.

- Repair and refinish various concrete surfaces.

REFERENCES SUBMITTED WITH BID MUST REFLECT PERFORMING THE WORK DESCRIBED ABOVE.

PROJECT ESTIMATES

Contractor must with projects with an estimated cost \$ 2500 or over submit an estimate to the facilities foreman for written approval in advance of starting work showing the labor hours, labor rate, materials, material cost and material markup.

The facilities foreman will attach a copy to requisition or email to buyer.

Facilities will attach a copy to the invoice received.

MATERIAL CHARGES

The City may at its sole discretion, supply needed material. Otherwise, all material supplied will be billed based on the material markup bid and invoiced in accordance with the invoicing instructions below.

THE SELLER WILL NOT BE PERMITTED TO INVOICE FOR MATERIALS IF THERE IS NOT A BACKUP INVOICE FROM A SOURCE OF SUPPLY. SOURCE OF SUPPLY WILL BE ANY SUPPLY HOUSE SELLING TO THE TRADES OR PUBLIC NOT OWNED OR AFFILIATED WITH SELLER IN ANY WAY.

SPECIAL EQUIPMENT:

Special equipment rental charges are permissible if approved, in writing, in advance when deemed necessary to complete a project. The approval must be granted in writing by Building Operations Management or Authorized Representative **IN WRITING** in advance.

	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 23 of 26
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THE SELLER MAY SUPPLY SPECIAL EQUIPMENT FROM THEIR INVENTORY OR OTHERS INVENTORY.

- **SELLERS INVENTORY:** Must not be invoiced at more than the going commercial rate. The City may determine the going commercial rate by the average of two (2) to three (3) commercial rates from third party sources. Extremely high or low rates may be excluded from the calculation to determine a **fair rate**.
- **THIRD PARTY INVENTORY:** Seller must attach a copy of invoice with a **fair rate** from the third party with its invoice to the City.

Note: Third party will be defined as a source that rents to the trades or public and is not affiliated with Seller in any way.

INVOICES:

THE CITY WILL NOT PAY FOR MORE THAN ONE INVOICE ON ANY ONE SWR.

Contractor shall provide the following information on or attached to all invoices:

- TAC410D and purchase order number:
- City of Tulsa Department name for which work was performed:
- Name of City of Tulsa authorized person requesting the work to be performed:
- Location/address of where work was performed:
- Name of each contractor employee(s) performing the work
- Attach work estimates if \$ 2500 or more
- Assigned work order number (As issued through Building Operations)
- Attach authorizations for crew sizes of more than one, special equipment, etc.
- **Labor hours:**
 - Labor hours shall be listed as either NORMAL BUSINESS HOURS (straight time) or OTHER THAN NORMAL BUSINESS HOURS (overtime).
 - The total number of employees used in each job description and the total hours listed for each
 - **ALL OVERTIME WORK MUST BE PRE-APPROVED IN WRITING BY AN AUTHORIZED CITY OF TULSA FACILITIES FOREMAN. COPY OF APPROVAL ATTACHED TO INVOICE.**
- **Equipment:**
 - Special Equipment rental:
 - Copies of all City of Tulsa pre-approved equipment rental costs must be furnished with each invoice. No markup allowed.

ALL SPECIAL EQUIPMENT MUST BE PRE-APPROVED IN WRITING BY AN AUTHORIZED CITY OF TULSA FACILITIES FOREMAN. COPY OF APPROVAL ATTACHED TO INVOICE.
- **Materials (does not include consumables such as pipe tape, putty, etc.):**
Copies of material invoices MUST BE ATTACHED TO INVOICE.

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	Invitation For Bid TAC410D PLUMBING INSTALLATION, MAINTENANCE & REPAIR Public Works Department Issued: June 24, 2010	City of Tulsa, Oklahoma Page 24 of 26
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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 Services:

365 Number of days for delivery.

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 any other damages to which it may be entitled in law and in equity.

2. Pricing. You agree to sell City the following Goods and/or Services according to the fixed prices shown below. You must state the total cost necessary to provide all Goods and/or Services, including all shipping F.O.B. Tulsa, Oklahoma (prepaid freight), but excluding all federal excise and state sales taxes from which City is exempt.

NO PRICES WILL BE CONSIDERED UNLESS LISTED ON THE DELIVERY AND PRICING SHEETS

1. <u>STANDARD SERVICE TRUCK RATES</u>	
<u>NORMAL BUSINESS HOURS</u> (8:00 AM through 5:00 PM--- Monday through Friday) <u>Standard service truck shall consist of one- (1)</u> <u>State licensed and City of Tulsa registered Journeyman Plumber</u> <u>Service truck shall include all equipment/machines and materials to perform general drain cleaning, sewer line cleaning up to 100' in length, small repairs, etc.</u> *Additional cables and sizes shall be listed under Section 3.	Drain and sewer lines two-(2) inches and under. \$ _____ HR. Drain and sewer lines over two- (2) inches \$ _____ HR.
<u>OTHER THAN NORMAL BUSINESS HOURS</u> <u>Standard service truck shall consist of one- (1)</u> <u>State licensed and City of Tulsa registered Journeyman Plumber</u> <u>Service truck shall include all equipment/machines and materials to perform general drain cleaning, sewer line cleaning up to 100' in length, small repairs, etc.</u> *Additional cables and sizes shall be listed under Section 3.	Drain and sewer lines two-(2) inches and under. \$ _____ HR. Drain and sewer lines over two- (2) inches \$ _____ HR.
2. <u>ADDITIONAL LABOR RATES</u>	
<u>Additional personal must be pre- approved by the City.</u>	
State licensed and City of Tulsa registered Journeyman Plumber during normal business hours. (8:00 AM through 5:00 PM--- Monday through Friday)	\$ _____ HR.
State licensed and City of Tulsa registered Journeyman Plumber other than normal business hours (1 1/2-TIME AND ONE HALF, 2-DOUBLE TIME, ETC.) Also list what hours these rates will be requested	
	\$ _____ HR.

