



INVITATION FOR SEALED BID

TAC 275

**Description: Cathodic Protection
Department: Public Works Department**

NIGP Commodity Code(s): 906-22-00-000-0

Total pages including this page is 18

NOTE: FAXING OF BIDS WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : www.cityoftulsapurchasing.org**

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at pcummings@ci.tulsa.ok.us in order to receive addenda. The buyer will always acknowledge your e-mail for your records. All addenda will be posted on fax-on-demand and the website.

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: July 19, 2001

BID NUMBER: TAC 275

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

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

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: July 9, 10, 11, 12, 13, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____% _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

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

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____

by

SIGNATURE OF AUTHORIZED AGENT

STREET _____

TITLE

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.

15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says
Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Date: _____ Signature: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC 275 Cathodic Protection

UNIT PRICE PER SITE: \$ _____

TOTAL ANNUAL MAINTENANCE AGREEMENT: \$ _____

List of Storage Facilities to be serviced under this contract:

- (1) Southern Ridge Tower, 7700 S. Jamestown
- (2) Oakhurst Tower, 6400 S. 42nd W. Ave.
- (3) South Tulsa Secondary Storage Tank #1, 61st & Sheridan Complex
- (4) South Tulsa Secondary Storage Tank #2, 61st & Sheridan Complex
- (5) South Tulsa Secondary Storage Tank #3, 61st & Sheridan Complex
- (6) South Tulsa Secondary Storage Tank #4, 61st & Sheridan Complex
- (7) North Surge Tank, 2100 S. 161st E. Ave.
- (8) South Surge Tank, 3100 S. 161st E. Ave.
- (9) Lookout Mountain Storage, 3750 S. 33rd W. Ave.
- (10) South Side Secondary Tower, 7400 S. Darlington Ave.
- (11) Gilcrease Tower, 2621 W. Apache St.

TAC 275

Cathodic Protection

CITY OF TULSA

INTENT:

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING TO SECURE A SOURCE FOR THE SUPPLY OF **MAINTENANCE AND REPAIR FOR PUBLIC WORKS' DISTRIBUTION SYSTEM'S CATHODIC PROTECTION EQUIPMENT AT THE CITY'S ABOVE GROUND WATER RESERVOIRS.**

SCOPE:

THE MAINTENANCE AGREEMENT SHALL COVER ELEVEN (11) CATHODIC PROTECTION SYSTEMS. COVERAGE SHALL BE EXTENDED, AT CITY'S DISCRETION, TO INCLUDE ADDITIONAL CATHODIC PROTECTION SYSTEMS AT OTHER RESERVOIR SITES WITHIN THE DISTRIBUTION SYSTEM. MAINTENANCE AGREEMENT COVERAGE FOR CATHODIC PROTECTION SYSTEMS, IN ADDITION TO THE SIX (6) INITIAL SITES, SHALL BE PROVIDED AT PER UNIT PRICE BID BY SUCCESSFUL VENDOR. ALL INSPECTIONS, TESTING, CALIBRATION, REPORTS, SERVICE CALLS, PARTS, AND LABOR SHALL BE COVERED BY PER UNIT BID PRICE. COMPLETE RECTIFIER UNITS THAT REQUIRE REPLACEMENT WILL BE FURNISHED TO THE CITY, AT DEALER COST, BY SUCCESSFUL VENDOR.

INSPECTIONS:

CONTRACTED VENDOR SHALL PROVIDE TWO INSPECTIONS DURING ANNUAL CONTRACT. ONE (1) SHALL BE COMPLETED WITHIN 30 DAYS OF AWARD OF CONTRACT. THE SECOND INSPECTION SHALL BE SIX (6) MONTHS AFTER INITIAL INSPECTION. ADDITIONAL INSPECTIONS SHALL BE PERFORMED AT NO EXTRA COST PROVIDED 15 WORKING DAYS NOTICE IS GIVEN. A WRITTEN REPORT DETAILING THE RESULTS OF THE INSPECTION WILL BE FORWARDED TO DISTRIBUTION SYSTEMS NO LATER THAN FIFTEEN (15) WORKING DAYS AFTER COMPLETION OF THE INSPECTION. NEEDED REPLACEMENT (EXCLUDING RECTIFIER) OR REPAIR OF ITEMS IDENTIFIED DURING THE COURSE OF THE INSPECTION SHALL BE COMPLETED DURING THE SCHEDULED INSPECTION. NO ADDITIONAL CHARGE SHALL BE GENERATED FOR THIS SERVICE.

SERVICE CALLS:

THE CONTRACTED VENDOR SHALL BE REQUIRED TO PROVIDE A TECHNICIAN TO CORRECT PROBLEMS WITH THE CATHODIC PROTECTION SYSTEM WITHIN FIFTEEN (15) WORKING DAYS OF THE REQUEST FROM DISTRIBUTION SYSTEMS. SCHEDULED SERVICE

CALLS SHALL BE MADE ON A SEMI-ANNUAL BASIS. POTENTIAL PROFILES FOR TANK RISE AND BOWL SHALL BE DETERMINED ALONG WITH THE MILLIVOLT SHIFT CRITERION. SPRING SYSTEM CALIBRATION SHALL BE PERFORMED BEFORE MARCH 31. NO ADDITIONAL CHARGE SHALL BE GENERATED FOR THESE SERVICES.

CATHODIC PROTECTION SYSTEM REMOVAL:

WITHIN FIFTEEN (15) WORKING DAYS NOTICE, VENDOR SHALL BE REQUIRED TO REMOVE CATHODIC PROTECTION SYSTEM IN ADVANCE OF TANK RECONDITIONING. UPON COMPLETION OF TANK RECONDITIONING, VENDOR SHALL REINSTALL CATHODIC PROTECTION COMPONENTS, RE-ENERGIZE AND RECALIBRATE SYSTEM. IN ADDITION, AN INTERIOR COATING INSPECTION SHALL BE PERFORMED AT TIME OF CATHODIC PROTECTION SYSTEM REMOVAL.. A WRITTEN REPORT DETAILING FINDINGS SHALL BE FORWARDED TO DISTRIBUTION SYSTEMS WITHIN 15 WORKING DAYS. NO EXTRA CHARGE SHALL BE GENERATED FOR THESE SERVICES.

REPORTS:

REPORTS SHALL BE PROVIDED TO THE CITY AFTER EACH INSPECTION AND SERVICE CALL WITHIN FIFTEEN (15) WORKING DAYS. REPORTS SHALL INCLUDE: **READINGS FROM PREVIOUS TESTING AND CURRENT RESULTS, ITEMIZATION OF WORK PERFORMED, DIAGRAMMED RESULTS OF TEST LOCATIONS, AND RECOMMENDATIONS.**

GENERAL:

EQUIPMENT AND PARTS SUPPLIED UNDER MAINTENANCE AGREEMENT SHALL BE NEW, UNUSED, AND OF CURRENT MANUFACTURE.

TRAINING:

VENDOR SHALL TRAIN TWO (2) CITY EMPLOYEES IN THE OPERATION AND TESTING OF CITY'S CATHODIC PROTECTION SYSTEMS.

TECHNICAL CERTIFICATION:

INSPECTING TECHNICIANS SHALL PROVIDE DOCUMENTED CERTIFICATION FROM THE NATIONAL ASSOCIATION OF CORROSION ENGINEERS (N.A.C.E.) AS INTERNATIONAL COATING INSPECTOR OR BASIC COATING INSPECTOR FOR PROOF OF COMPETENCY IN COATINGS AND CORROSION CONTROL.

PERFORMANCE BOND:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO POST (1) A PERFORMANCE BOND, OR (2) AN IRREVOCABLE LETTER OF CREDIT NAMING THE CITY OF TULSA AS BENEFICIARY AND GUARANTEEING THE PROPER AND PROMPT COMPLETION OF THE WORK IN ACCORDANCE WITH THE PROVISIONS OF THE CONTRACT AND BID SPECIFICATIONS. THE PERFORMANCE

BOND OR IRREVOCABLE LETTER OF CREDIT SHALL BE FOR \$5,000.00 WITHIN TEN (10) DAYS FOLLOWING AWARD OF CONTRACT.

LIABILITY:

THE BIDDER SHALL ASSUME ALL LIABILITY FOR DAMAGES AND SHALL HOLD THE CITY FREE AND HARMLESS FROM ALL CLAIMS OF DAMAGES TO PERSONS AND/OR PROPERTY THAT MAY ARISE OUT OF, OR BY REASON OF THE PERFORMANCE OF WORK. THE CONTRACTOR WILL EXERCISE EVERY NECESSARY PRECAUTION FOR THE SAFETY OF THE PROPERTY AND THE PROTECTION OF ANY AND ALL PERSONS AND PROPERTY LOCATED ADJACENT TO OR MAKING PASSAGE THROUGH SAID PROPERTY

LIENS:

THE CONTRACTOR AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS FROM ALL CLAIMS, DEMANDS, CAUSES OF ACTION OR SUITES OF WHATEVER NATURE ARISING OUT OF THE SERVICES, LABOR AND MATERIALS FURNISHED BY THE CONTRACTOR OR HIS SUBCONTRACTORS UNDER THE SCOPE OF THIS BID AND FROM ALL LABORER'S, MATERIALMEN'S AND MECHANIC'S LIENS UPON THE REAL PROPERTY UPON WHICH THE WORK IS LOCATED OR ANY PROPERTY OF THE CITY OF TULSA.

INSURANCE:

THE VENDOR(S), AND ANY SUBCONTRACTORS, SHALL CARRY AND KEEP IN FORCE DURING THE TERM OF THE CONTRACT POLICIES OF PUBLIC LIABILITY INSURANCE INCLUDING ANY CONTRACTUAL LIABILITY ASSUMED UNDER THE CONTRACT IN THE DESIRED AMOUNTS SET FORTH BELOW AND WORKMEN'S COMPENSATION IN THE AMOUNT REQUIRED BY LAW, AND EMPLOYER'S LIABILITY INSURANCE IN THE AMOUNT OF FIVE HUNDRED THOUSAND DOLLARS (\$500,000).

Personal Injury, each person	\$100,000
Personal Injury, each occurrence	\$1,000,000
Property Damage, each person	\$25,000
Property Damage, each occurrence	\$100,000

THE POLICY SHALL PROVIDE A CLAUSE STATING THAT IT CANNOT BE CANCELED BY THE INSURER WITHOUT THE INSURER FIRST GIVING THE CITY THIRTY (30) DAYS WRITTEN NOTICE OF CANCELLATION. THE SUCCESSFUL VENDOR(S) AND ALL SUBCONTRACTORS SHALL FURNISH THE CITY A CERTIFICATE OF INSURANCE SHOWING SUCH COVERAGE PRIOR TO EXECUTION OF A CONTRACT WITH THE CITY.

THE CITY SHALL HAVE NO RESPONSIBILITY OF LIABILITY FOR SUCH INSURANCE COVERAGE. CONTRACTOR MUST PROVIDE A CERTIFICATE OF INSURANCE COMPLIANCE WITHIN TEN (10) CALENDAR DAYS AFTER NOTIFICATION OF AWARD AND PRIOR TO STARTING WORK. THE CITY OF TULSA SHALL BE LISTED AS AN ADDITIONAL INSURED ON ALL CERTIFICATES OF INSURANCE, TO READ AS FOLLOWS: "THE CITY OF TULSA, A MUNICIPAL CORPORATION, IS AN ADDITIONAL INSURED FOR WORK PERFORMED UNDER THE SUBJECT CONTRACT AND MUST BE NOTIFIED IN WRITING THIRTY (30) DAYS IN ADVANCE OF INSURANCE CANCELLATION OR TERMINATION." CERTIFICATION MUST INCLUDE: NAME AND ADDRESS OF INSURANCE COMPANY (MUST BE LICENSED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA); POLICY NUMBER; AND, LIABILITY COVERAGE AND AMOUNTS.

BIDDER'S AFFIDAVIT:

EACH BIDDER SHALL ACCOMPANY THEIR BID WITH A FULLY EXECUTED AND NOTARIZED COPY OF THE ATTACHED **NON-COLLUSION AFFIDAVIT** AND THE **INTEREST AFFIDAVIT**. FAILURE TO DO SO MAY BE CAUSE FOR REJECTION OF THE BID.

COST OF RESPONSE TO INVITATION FOR SEALED BID:

BIDDERS AGREE THE CITY WILL NOT BE LIABLE FOR ANY COSTS ASSOCIATED WITH THE PREPARATION, TRANSMITTAL OR PRESENTATION OF ANY BID IN RESPONSE TO THIS "INVITATION FOR SEALED BID." FURTHER, THE CITY WILL NOT BE LIABLE FOR ANY COST ASSOCIATED WITH THE PREPARATION OF MATERIALS FOR, NOR THE CONDUCT OF ANY BENCHMARK TESTING WHICH MAY BE REQUIRED, EXCEPT FOR THE COSTS ASSOCIATED WITH THE TRANSPORTATION, LODGING AND SUBSISTENCE FOR CITY PERSONNEL.

RIGHT TO REJECT:

THE CITY OF TULSA RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS, OR MAY REJECT OR ACCEPT ANY QUANTITY AND/OR LINE ITEM AT PRICE QUOTED. IN ADDITION, THE BIDDER SHALL RECOGNIZE THE RIGHT OF THE CITY TO REJECT A BID IF THE BIDDER FAILS TO SUBMIT THE DATA REQUIRED IN THE BIDDING DOCUMENT, OR IF THE BID IS IN ANY WAY INCOMPLETE, OR IRREGULAR, OR IS NOT IN TOTAL COMPLIANCE WITH THE SPECIFICATIONS. ANY DEPARTURE FROM THE SPECIFICATIONS SHOULD BE STATED IN THE BID WITH AN EXPLANATION OF REASON FOR THE CHANGE.

VENDOR CONTACT:

VENDORS SHOULD DESIGNATE A CONTACT SHOULD ANY QUESTIONS ARISE CONCERNING A BID RESPONSE. THE VENDOR SHOULD ALSO STATE THE NAME AND TITLE OF INDIVIDUALS WHO WILL MAKE FINAL DECISION REGARDING CONTRACTUAL COMMITMENT AND HAVE LEGAL CORPORATE AUTHORITY TO EXECUTE THE CONTRACT ON THE VENDOR'S BEHALF.

CITY CONTACT:

ALL INQUIRIES REGARDING THE BID PROCESS MUST BE ADDRESSED TO:

Ms. Patricia Cummings
Buyer, City of Tulsa
200 Civic Center, Room 802
Tulsa, OK 74103
Phone – (918) 596-7561
Fax – (918) 699-3021
Pcummings@ci.tulsa.ok.us

BIDDER:

THE SUCCESSFUL BIDDER WILL BE AN INDEPENDENT CONTRACTOR AND IN NO WAY CLASSIFIED AS A CITY OF TULSA EMPLOYEE. HE WILL BE FAMILIAR WITH THIS TYPE OF WORK AND HAVE THE NECESSARY EQUIPMENT AND PERSONNEL TO PERFORM THE WORK WITHIN THE TIME SPECIFIED. SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED.

CITY OF TULSA EMPLOYEES WILL NOT BE PERMITTED TO BID ON THIS CONTRACT OR WORK FOR THE AWARDED CONTRACTOR ON THIS CONTRACT.

THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS AND ORDINANCES AND SHALL BE SUBJECT TO PRODUCT TESTING OF CHEMICALS USED. SUCH TEST(S) MAY BE CONDUCTED AT ANY TIME BY THE CITY OF TULSA OR THE STATE DEPARTMENT OF AGRICULTURE.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CHARACTER AND ACTIONS OF ITS EMPLOYEES AT ALL TIMES WHILE WORKING ON THIS CONTRACT. ANY DISRESPECTFUL OR DISCOURTEOUS ACTIONS TOWARD THE PUBLIC WILL NOT BE TOLERATED.

THE AMOUNT TO BE CONTRACTED WILL DEPEND UPON THE NEED AND THE FUNDS AVAILABLE AND THERE IS NO GUARANTEED LEVEL OF WORK.

PRICES SHALL BE FIRM FOR THE LENGTH OF THE ONE (1) YEAR CONTRACT.

EXAMINATION OF WORK SITES:

THE BIDDER SHALL BE RESPONSIBLE FOR EXAMINING THE WORK SITES AND BE FAMILIAR WITH WORK REQUIRED AT EACH SITE. THE SUBMISSION OF A BID IS TAKEN AS EVIDENCE THAT THE CONTRACTOR IS FAMILIAR WITH THE WORK SITE AND WORK REQUIRED.

SECONDARY OR BACK-UP SOURCE:

THE CITY RESERVES THE RIGHT TO PURCHASE FROM A SECONDARY OR BACK-UP SOURCE TO BE USED IN THE EVENT OF FAILURE OF THE PRIMARY SOURCE(S) ABILITY TO SUPPLY THE FULL NEEDS OF THE CITY.

THE BIDDER WILL MAKE A CONCERTED EFFORT TO MEET THE CITY'S NEEDS ON A DAILY BASIS. THE BIDDER WILL GIVE THE CITY AS MUCH ADVANCE NOTICE AS POSSIBLE WHENEVER THEY ARE UNABLE TO SUPPLY THE MATERIALS REQUIRED.

ADDENDA AND INTERPRETATIONS:

IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS BID, A WRITTEN ADDENDUM WILL BE PROVIDED TO ALL THE BIDDERS. THE CITY OF TULSA IS NOT BOUND BY ANY ORAL REPRESENTATION, CLARIFICATIONS OR CHANGES MADE IN THE WRITTEN SPECIFICATIONS BY CITY OF TULSA EMPLOYEES UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIVISION.

CONTRACT:

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO ENTER INTO CONTRACT WITH THE CITY IN ACCORDANCE WITH ITEM 15 OF THE **TERMS AND CONDITIONS** AS PRINTED ON PAGE 4 OF THE **INVITATION FOR SEALED BIDS** FORM. THE TERM OF THE CONTRACT WILL BE FOR ONE (1) YEAR WITH OPTION TO RENEW FOR FOUR (4) ADDITIONAL YEARS, RENEWABLE ANNUALLY WITH AGREEMENT BETWEEN BOTH PARTIES CONCERNED.

PRICE ADJUSTMENT OPTION:

THE PRICE PAID FOR A COMMODITY UNDER THIS CONTRACT SHALL NOT CHANGE DURING THE TERM OF THIS CONTRACT. HOWEVER, IF THE BIDDER ANTICIPATES THAT IT WILL NOT BE ABLE TO MAINTAIN FIRM PRICES FOR ANY RENEWAL PERIOD, A CHANGE IN PRICE MAY BE ALLOWED IN A RENEWAL OF THIS CONTRACT IF THE FOLLOWING CRITERIA ARE MET:

1. THE BIDDER INCLUDES A FORMULA, TO BE USED TO CALCULATE A CHANGE IN PRICE AT THE TIME OF RENEWAL, **IN THE BID FOR THE INITIAL CONTRACT**. SUCH FORMULA SHALL BE REASONABLE, OBJECTIVE AND CAPABLE OF MEASUREMENT.
2. THE CONTRACTOR NOTIFIES THE CITY, IN WRITING, NO LATER THAN 30 DAYS PRIOR TO THE EXPIRATION OF THE INITIAL CONTRACT PERIOD, OR ANY RENEWAL PERIOD, OF ITS INTENT TO EXERCISE THE RIGHT TO ESCALATE OR DE-ESCALATE PRICES UNDER THE CONTRACT. THE NOTICE SHALL INCLUDE A CALCULATION OF THE PRICE INCREASE OR DECREASE REQUESTED INCLUDING THE FORMULA USED.

ALTERING BIDS:

BIDS CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION, OR ERASURE MADE BEFORE OPENING TIME AND DATE MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY. BIDS MUST BE SUBMITTED IN INK OR TYPEWRITTEN, PENCILING WILL NOT BE ACCEPTED.

RIGHT TO AUDIT:

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

AMERICANS WITH DISABILITIES ACT:

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

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED:

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

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

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

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

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

AWARD OF BID:

THE BID SHALL BE AWARDED TO THE FIRM WHOSE PROPOSAL IS RESPONSIVE TO THE BID AND IS MOST ADVANTAGEOUS TO THE CITY, CONSIDERING THE FACTORS IDENTIFIED IN THE BID AND SECTION 406E OF TITLE 6, THE PURCHASING ORDINANCE SET FORTH BELOW:

E. AWARD OF CONTRACT.

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.

2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;

B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;

C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;

D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;

E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;

F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;

G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;

H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;

I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;

J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.

K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

BID DOCUMENTS:

BIDDER SHALL RETURN ALL BID DOCUMENTS INTACT EXACTLY AS FURNISHED IN ITS ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**

BIDDER:

THE CONTRACTOR SHALL HAVE A FORMAL, WRITTEN SAFETY PROGRAM AND PROVIDE A COPY OF THAT PROGRAM ALONG WITH ITS BID.

THE SUCCESSFUL BIDDER WILL BE A CONTRACTOR FAMILIAR WITH THIS TYPE OF WORK AND WHO HAS THE NECESSARY EQUIPMENT AND PERSONNEL TO PERFORM THE WORK WITHIN THE TIMES SPECIFIED. THE SUCCESSFUL BIDDER WILL BE RESPONSIBLE FOR ALL LABOR, EQUIPMENT AND MATERIAL REQUIRED.

THE SUCCESSFUL BIDDER WILL BE AN INDEPENDENT CONTRACTOR AND IN NO WAY CLASSIFIED AS A CITY OF TULSA EMPLOYEE.

CITY OF TULSA EMPLOYEES WILL NOT BE PERMITTED TO BID ON THIS CONTRACT OR WORK FOR THE AWARDED CONTRACTOR ON THIS CONTRACT.

CONTRACTORS WHO HAVE NOT PREVIOUSLY PERFORMED THIS TYPE OF WORK FOR THE CITY OF TULSA MAY BE REQUIRED TO PROVIDE REFERENCES OF PAST WORK, LISTS OF EQUIPMENT AND PERSONNEL.

THE CONTRACTOR WILL BE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE FEDERAL, STATE AND MUNICIPAL LAWS AND ORDINANCES.

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE CHARACTER AND ACTIONS OF ITS EMPLOYEES AT ALL TIMES WHILE WORKING ON THIS CONTRACT. ANY DISRESPECTFUL OR DISCOURTEOUS ACTIONS TOWARD THE PUBLIC WILL NOT BE TOLERATED.

THE WORK MAY NOT BE SUB-CONTRACTED TO ANY OTHER COMPANY OR INDIVIDUAL WITHOUT REQUESTING SUCH IN WRITING AND RECEIVING PRIOR WRITTEN CONSENT FROM THE PUBLIC WORKS DEPARTMENT, STREET MAINTENANCE DIVISION, PLANNING AND CONTRACTS MANAGER.

ANY SUB-CONTRACTOR PERMITTED WILL HAVE THE SAME INSURANCE, LICENSING AND PERFORMANCE BOND, AND ALL OTHER REQUIREMENT OF THESE SPECIFICATIONS AS THE CONTRACT HOLDER.