



INVITATION FOR SEALED BID

TAC #411

**Description: Painting Maintenance and Repair Service
Department: PUBLIC WORKS**

NIGP Commodity Code(s): 910-54-00-00-000-0

Total pages including this page is 15

FAXING OF BIDS WILL NOT BE ACCEPTABLE

Important Instruction – Read Carefully:

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

**you must notify the buyer Darlene Donica of your intent to bid by
e-mail ddonica@ci.tulsa.ok.us in order to receive addenda. The buyer
will always acknowledge your e-mail for your records. All addenda
will be posted on fax-on-demand and the web-site.**

TABLE OF CONTENTS

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

Table of Contents		2
Invitation for Sealed Bid	(Note #1)	3
General Terms and Conditions		4
Interest Affidavit	(Note #2)	5
Bidder Affidavit	(Note #2)	6
Contractor Information Sheet		7
Summary Price Sheet		8
Specifications		9-15

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: January 25, 2001

BID NUMBER: TAC 411

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: January 11, 12, 16, 17, 18, 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

DARLENE DONICA 918-596-7558

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

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

Payment terms _____ % _____ days.

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

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

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF 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.

INTEREST AFFIDAVIT

STATE OF _____ }
 } } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

Subscribed and sworn to before me this _____ day of _____, 19_____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

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

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

STATE OF _____ COUNTY OF _____

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

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

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 19_____.

Signature of Notary Public

MY COMMISSION EXPIRES

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

CONTRACTOR/BIDDER INFORMATION SHEET

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

Project No. or Description _____

Full Name of Bidder _____

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

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____
Date: _____

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 411

PRICING SCHEDULE for LABOR

DESCRIPTION

1. Hourly rate per technician during normal business hours. \$ _____
2. Hourly rate per technician other than normal business hours. \$ _____

PERCENTAGE MARK-UP

Contractor Percentage Mark-up on parts and supplies _____%

For questions please contact: Jim Lindsay @918-596-9783

**TAC 411
PAINTING & REPAIR SERVICE
PUBLIC WORKS DEPARTMENT**

INTENT:

The City of Tulsa (hereafter called the “City”) is seeking bids from interested parties for the purpose of providing **Painting and Repair Services** for various City of Tulsa facilities, various service locations and miscellaneous locations specifically requested by the City.

GENERAL REQUIREMENTS:

The City requests interested parties to respond to this request for bid for the purpose of providing painting and repair services. The City reserves the right to reject any or all bids. The City reserves the right to exclude certain projects for bidding separately as it deems appropriate.

Interested parties shall submit a list of available equipment, number of qualified technicians, normal inventory of supplies maintained by the provider and any other information relevant to the ability of the provider to supply the service requested. Additionally, interested parties shall submit a written proposal outlining the methodology for providing routine services and services requiring special consideration, such as occupied spaces. **Failure to supply information shall result in rejection of bid.**

Painting and repair maintenance service includes, but is not limited to:

- Repair and repainting of various building exteriors, appliances and equipment.
- Repair and repainting various building interiors and furnishings.
- Repair and replacement of damaged sheetrock, siding and wall paper, inside and outside of buildings.
- Repair and painting of various materials i.e., concrete, metal and lumber products.

Provider will furnish all qualified personnel, equipment and supplies necessary to respond and remedy requested repairs and services in a timely manner.

Provider will respond to normal work requests on a same day basis.

Provider may be required to provide service other than normal business hours, to accommodate the City’s needs.

Special equipment rental charges are permissible when deemed necessary to complete a project, and are pre-approved by the City.

Provider will furnish copies of all material purchases and equipment rental costs, with each invoice.

Provider shall provide Material Safety Data Sheets (MSDS) on all products used, to the Building Operations Section of the Public Works Department or authorized representative. Material Safety Data Sheets (MSDS) shall be submitted prior to work on each job.

EVALUATION CRITERIA:

- | | |
|--|-----------|
| 1. Proposed rates. | 70 points |
| 2. Proposed material markup. | 10 points |
| 3. Resources. | 10 points |
| 4. Past history and financial stability of bidder. | 5 points |
| 5. References. | 5 points |

EVALUATION METHODOLOGY:

A point system will be used to determine the most advantageous proposal for the City of Tulsa. The point system will be applied as follows:

- 1) The Proposed hourly rates will be worth a total of 70 points.**
 - A. 40 points will be given for the lowest hourly rate for normal business hours. (Normal business hours are defined as Monday - Friday 8:00 AM - 5:00 PM)
 - B. 30 points will be given for the lowest hourly rate for overtime, or other than normal business hours.

The second low bidder on the hourly rate for normal business hours will receive a maximum of 30 points, the third low bidder will receive a maximum of 20 points, and the fourth low bidder will receive a minimum of 10 points.

The second low bidder for overtime or other than normal business hours will receive a maximum of 15 points, the third low bidder will receive a maximum of 10 points, and the fourth low bidder will receive a maximum of 5 points.

- 2) The proposed percentage markup for materials will be worth a total of 10 points.**

In evaluating the proposed percentage markup for materials, the lowest proposed markup will receive a maximum of 10 points. The second low bid will receive 8 points, the third low bid will receive 5 points, and the fourth low bid will receive 3 points.

3) The evaluation of resources will be worth a total of 10 points.

Resources include the necessary equipment and personnel needed in the opinion of the City to complete repairs and renovation projects within the scope of this agreement.

Consideration will be given to the type and quantity of equipment owned by the supplier, and to the number of qualified personnel employed by the supplier to meet City needs.

In evaluating each proposal, the supplier deemed to have the most advantageous resources, as determined by the City, will receive a maximum of 10 points. The second best will receive 8 points, the third best will receive 5 points, and the fourth best will receive 3 points.

4) The evaluation of past history and stability of the bidder will be worth a total of 5 points.

In evaluating each proposal, the supplier with the most continuous number of years in business providing services within the scope of this RFB, will receive a total of 5 points. The second supplier with the most number of years will receive 3 points, the third most number of years will receive 2 points, and the fourth most number of years of service will receive 1 point.

5) The evaluation of references will be worth a total of 5 points.

In evaluating each proposal for references, each supplier(s) will provide a minimum of four- (4), commercial and/or industrial type references.

Suppliers that have excess of five years of service for each reference will receive 5 points. Suppliers with references of three years each, but less than five years each, will receive 3 points total. Suppliers with references less than three years each, but more than two years each, will receive 2 points total.

INSURANCE REQUIREMENTS:

General Liability:

The City of Tulsa shall not be liable or responsible for any accident, loss, assault, battery, defamation, false arrest, false imprisonment, invasion of privacy, intentional or negligent infliction of emotional distress, injury (including death), or damages happening or occurring during the term of the performance of the work to persons and/or property, and the Contractor shall fully indemnify and protect the City from and against the same. In addition to the liability imposed by law on the Contractor for damage or injury (including death) to persons or property suffered or any of his subcontractors or anyone directly or indirectly employed by premises while in control of the Contractor or any of his subcontractors or anyone directly or indirectly employed by either of them or arising in any way from the work called for in this bid.

Liens:

Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits 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 mechanics' liens upon the real property upon which the work is located or any property of the City of Tulsa.

Premiums:

Premium on all insurance policies shall be paid by the Contractor and shall be deemed included in his service agreement unless otherwise specified.

Insurance Requirements:

The Contractor, 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 minimum amounts set forth below and workmen's compensation and employer's liability insurance in the amounts required by law. The Contractor shall also furnish an owner's protective policy in the same amounts with the City of Tulsa as the named assured by the same insurance company as the insurer of Contractor's liability coverage.

Personal Injury, each person	\$175,000
Personal Injury each occurrence	\$1,000,000
Property Damage, each person	\$25,000
Property Damage, each occurrence	\$100,000

Performance bonds and/or evidence of insurance required of the successful bidder on this bid solicitation must be delivered to:

Legal Department – City of Tulsa
200 Civic Center, Room 316
Tulsa, OK 74103

Each performance bond or insurance certificate **MUST BE IDENTIFIED WITH BID REQUEST NUMBER OF THIS BID SOLICITATION.**

BID PRICES:

Bid prices are to be firm for the duration of the contract.

CONTRACT:

The terms of the contract shall be for a period of one (1) year beginning from the date the current contract expires, April 15, 2001. The contract shall be renewable, with the consent of both parties, for two (2) successive one (1) year periods.

The successful bidder will be required to enter into contract with the City of Tulsa within ten (10) days after submission of such.

CONTRACT CANCELLATION:

Irrespective of any breach of the provisions set forth herein, City shall have the right to cancel the Contract upon thirty- (30) days written notice to the Contractor. Contractor shall have the right to cancel the contract upon ninety- (90) days written notice to the City.

ASSIGNMENT:

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa.

Contractor shall comply with all applicable governmental laws and regulations.

SCOPE:

It is the intent during the contract period, as nearly as possible, to purchase all the requirements for the items bid from the firm(s) to which the contract is awarded. This does not include materials supplied under terms of a public improvement contract let for a specific project by the City.

Copies of all licenses should be placed on file and returned with contract.

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 employees 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 nondiscrimination 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.

ADDENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications or changes made in the written specifications by City of Tulsa employees unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

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.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT:

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
 - j. the number and scope of conditions attached to the bid.
 - k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.

Terms and conditions shown on page four- (4) apply to this transaction.