



## INVITATION FOR SEALED BID

### TAC 426A (RE-BID)

Description: SYP, DWD AND P&R CLIENT PAYROLL  
Department: CITY OF TULSA

NIGP Commodity Code(s): 946-11-00-000-0

Total pages including this page is 17

**NOTE: FAXING OF BID 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](http://www.cityoftulsapurchasing.org)

you must notify the buyer Laura Blades of your intent to bid by e-mail [lblades@ci.tulsa.ok.us](mailto:lblades@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:** June 21, 2001

**BID NUMBER:** TAC 426A (RE-BID)

**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:** June 7, 8, 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

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 \_\_\_\_\_, 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 426A (RE-BID)

Set up charges (one-time cost) DWD Client	\$ _____
Bi-weekly costs for check to 300 DWD Clients (client count will vary)	\$ _____ Each Client
Bi-weekly cost for check signing only DWD Client	\$ _____ Each
Total	\$ _____
10 Periods Summer Youth Program Payroll Service	\$ _____ Per Pay Period
Bi-weekly cost for check signing only (SYP)	\$ _____ Each
Set up charges (one-time cost/SYP)	\$ _____
<b><u>PARK AND RECREATION</u></b>	
Set up charges	\$ _____
Monthly Cost for Checks	\$ _____ Per Check
Monthly Cost for Taxpay	\$ _____ Per Payroll
Monthly Cost for Check Signing	\$ _____ Base
Payroll Delivery	\$ _____
Employee W2's	\$ _____
Check Signing Set Up	\$ _____ One Time Only

# **TAC #426A (RE-BID)**

## **SYP, AND DWD, P&R CLIENT PAYROLL**

### **CITY OF TULSA**

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#### **INTENT:**

To secure sealed bid for the supply of **Summer Youth Program and DWD Client Payroll, and Park & Recreation.**

#### **GENERAL:**

It is the intent of these specifications to set the minimum standards for bidding and not to limit bidding otherwise.

The City of Tulsa reserves the right to make the final judgment concerning what is a minor deviation and to award to the bidder(s) whose bid best suits the City's need for the service bid.

Any exception or deviations to any portion of these specifications must be clearly noted, set out and justified in your bid proposal.

#### **BID PRICES:**

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

#### **CONTRACT:**

The terms of the contract shall be for one (1) year.

The successful bidder will be required to enter into contract with the City of Tulsa within ten (10) days after receipt of City's contract documents, with two (2) one (1) year renewal options, agreeable by both parties. Summer Youth Program dates is from June 1, 2001 to September 30, 2001. DWD Client Payroll is on-going bi-weekly.

**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.

**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.

Front page of bid **MUST** be signed.

**PRICING:**

Bid prices, unless otherwise specified, must be net, including all charges and subject only to cash discount for prompt payment of invoice.

**DELIVERY:**

Delivery must be stated in days in the appropriate spaces of the cover sheet. Failure to indicate delivery time shall be cause for rejection of bid.

**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.

**AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

**PURCHASE ORDERS, INVOICES AND PAYMENTS:**

Purchase Orders will not be written. Purchase will be made by contract directly to the City department.

The successful bidder shall send all invoice(s), in triplicate, to the following:

**CITY OF TULSA  
ACCOUNTS PAYABLE  
200 CIVIC CENER, ROOM 905D  
TULSA, OK 74103**

Payment will be made on a monthly basis one month in arrears.

**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.

# TECHNICAL SPECIFICATIONS

## **PURPOSE:**

Provide complete payroll service for the Summer Youth Employment Program and Park & Recreation.

## **FUNDING:**

Federal Youth Workforce Investment Act Grant. It will be the responsibility of the successful bidder to comply with all Federal and State requirements as set out by the terms of the Grant. Copies of the Grant terms are available and may be inspected by contacting the Department of Urban Development.

## **PARTICIPANTS:**

Approximately 500 – 1,000.

## **PROGRAM DATES FOR SUMMER YOUTH:**

June 1, 2001 through September 30, 2001.

## **CONTRACT:**

Contract period to be for one program year with the option to renewal annually.

## **PAY PERIODS:**

Approximately 10 bi-weekly payrolls.

## **SERVICE:**

Successful bidder will provide the following:

1. Prepare, sort and deliver payroll checks and original time sheet documents as requested, according to a pre-determined schedule.
2. Prepare and deliver all interim payroll checks, as requested.
3. Prepare and deliver payroll journal with each payroll, to include specific pay period and Year-To-Date payroll data.

4. Prepare and deliver all applicable State and Federal Tax Reports at least five (5) days prior to filing deadline.
5. Prepare and deliver W-2 tax forms using a predetermined format supplied by City at least 5 days prior to filing deadline.
6. Prepare and file by magnetic media all Year-End Tax Reports. Will submit duplicate magnetic media and hard copy to City at least five (5) days prior to filing deadline.

## **DWD CLIENT PAYROLL**

### **PURPOSE:**

Provide complete payroll service for DWD client on a bi-weekly basis.

### **PARTICIPANTS:**

Approximately 300; this number could vary.

### **PROGRAM DWD CLIENT DATES:**

June 1, 2001 to May 31, 2002.

**DWD = Division of Workforce Development**

# SUMMER YOUTH EMPLOYMENT PROGRAM 2001 PAYROLL SCHEDULE

PAY PERIOD	TIME SHEETS DUE TO CONTRACTOR	CHECKS DUE TO CITY
5/30/01 THRU 6/12/01	JUNE 17 <sup>TH</sup>	JUNE 18 <sup>TH</sup>
6/13/01 THRU 6/26/01	JULY 1 <sup>ST</sup>	JULY 2 <sup>ND</sup>
6/27/01 THRU 7/10/01	JULY 15 <sup>TH</sup>	JULY 16 <sup>TH</sup>
7/11/01 THRU 7/24/01	JULY 29 <sup>TH</sup>	JULY 30 <sup>TH</sup>
7/25/01 THRU 8/7/01	AUG 12 <sup>TH</sup>	AUG 13 <sup>TH</sup>
8/8/01 THRU 8/21/01	AUG 26 <sup>TH</sup>	AUG 27 <sup>TH</sup>
8/22/01 THRU 9/4/01	SEPT 9 <sup>TH</sup>	SEPT 10 <sup>TH</sup>

# **CUSTOMER REFERENCE LISTING**

Contractor shall furnish the names, addresses, contract, telephone number, length of contract of three (3) firms or government organization for which the Contractor is currently furnishing or has, in the past, furnished service for.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Reference: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Length of Contract \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Reference: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Length of Contract \_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Reference: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Length of Contract \_\_\_\_\_