



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 1 of 25

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

BID # IFB 19-820

DESCRIPTION: Double Vault Toilet Restroom

(Commodity Code(s): 909-25)

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

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, May 22, 2019, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

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

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

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

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

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



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 2 of 25

SUMMARY SHEET

Project Buyer

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

Ashleigh McCarn

amccarn@cityoftulsa.org

City of Tulsa

175 E. 2nd Street, 15TH Floor

Tulsa, OK 74103

Include **IFB 19-820 Double Vault Toilet Restroom** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **IFB 19-820 Double Vault Toilet Restroom** 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 **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

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

Pre-Bid Conference

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

No pre-Bid conference will be held for this IFB.

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 USB Copy also required.

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

Bid Opening

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



CITY OF
Tulsa
A New Kind of Energy.

**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 3 of 25

**FORM #1
BIDDER INFORMATION SHEET**

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

State of Organization: _____

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

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

Bidder's Address: _____
Street City State Zip Code

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

Sales Contact:

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

Legal or Alternate Sales Contact:

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



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 4 of 25

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

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

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

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

WITNESSETH:

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

IFB 19-820 Double Vault Toilet Restroom

(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:

- 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.
- 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.
- 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.
- 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. 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.
- 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 Technical Specifications 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 Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- 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 IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 5 of 25

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

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

i. To Seller: _____

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

With a copy to: Ashleigh McCarn, Senior Buyer
City of Tulsa
175 E. 2nd Street, 15TH Floor
Tulsa, OK 74103



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 6 of 25

**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. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 7 of 25

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

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

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

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

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

City Clerk

Date: _____

APPROVED:

Assistant City Attorney



Tulsa
CITY OF
A New Kind of Energy.

**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 8 of 25

FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



**FORM #4
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 IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 10 of 25

FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

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

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

The Affidavit must be signed by an authorized agent and notarized



Tulsa
CITY OF
A New Kind of Energy.

**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 11 of 25

FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ▶

Printed Name:

Title:

Date:



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 12 of 25

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

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



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 13 of 25

- O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
- P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.

- 3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
- 5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

- 8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
- 9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 14 of 25

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



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 15 of 25

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 e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

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

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

6. **References.** If the box is checked "Yes," References are required(3):

Yes: No:

7. **Purchase Card:** Is the City of Tulsa Purchasing Card acceptable (This is a Visa):

Yes: No:

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

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Product(s) Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Product(s) Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Product(s) Provided:	_____

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 18 of 25

TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent of this bid to secure, on a competitive basis, a source of one (1) Boom's Clovermist Double Vault Toilet with a Vault Liner or acceptable equivalent as per specifications.

All equipment bid shall be new and the latest production model. Brochures and/or specification literature clearly describing the unit(s) and verifying that the unit(s) meet or exceed the requirements of this specification should accompany each bid proposal. Warranty and delivery information should be provided with the bid proposal. Any Manufacturer's name and model called out in this bid is intended to set the quality and design of equipment desired and is not meant to limit bidding on products of equal quality. Any exceptions to or deviations from the specifications set forth in the bid should be clearly described in the bidder's proposal. During a standard warranty period or for any extended warranty no deductibles, upcharges, overtime, mileage, freight or charges for parts and service shall be charged to the City of Tulsa pertaining to warranty repairs.

AWARD OF BID:

This bid will be awarded based on the lowest total extended cost for the item on the Pricing and Delivery page. Bidder must provide at time of award their standard certificate(s) of insurance. Non-compliance at time of request will be grounds for disqualification of the bid award.

SPECIFICATIONS:

SUMMARY

One prefabricated, precast concrete double vault toilet restroom with vault liner and solar light kit, to be delivered and installed at specified location for the City of Tulsa.

RELATED WORK

Work by Owner:

1. Excavation will be performed by Owner.
2. Finish Grading will be performed by Owner.

DELIVERY

1. Deliver one (1) prefabricated precast concrete double vault toilet restroom to
Lake Eucha
47757 Hwy 59
Jay, OK 74346

SUBMITTALS

PRODUCT DATA: Include construction details, material descriptions, dimensions of individual components and profiles, and finishes for double vault toilet.

SHOP DRAWINGS: For double vault toilet. Include plans, elevations, sections, details, accessories, and fastening and anchorage details including mechanical fasteners.

WARRANTY

1. Warranty against defective materials and/or workmanship for a period of 20 years from date of delivery. All non-concrete components such as windows, vents, vault toilet risers, grab bars, toilet paper dispensers, doors, locksets, dead bolts, door sweep, door stops, coat hooks, signs and vault vent pipes will carry a 1 year warranty from date of delivery. The double walled vault with plastic liner will include a water tightness warranty for a period of 7 years from date of purchase.



QUALITY & STANDARDS

1. ASTM C33 - Concrete Aggregates
2. ASTM C39 - Method of Test for Compressive Strength of Cylindrical Concrete Specimens
3. ASTM C143 - Method of Test for Slump of Concrete
4. ASTM C150 - Standard Specification for Portland Cement
5. ASTM C192 - Method of Making and Curing Test Specimens in the Laboratory
6. ACI 1211.1 - Recommended Practices for Selecting Proportions for Normal and Heavyweight Concrete
7. ASTM A615 - Reinforcing Steel
8. ASTM A185 - Welded Wire Mesh
9. PCIMNL 116 - Quality control for Plants and Production of Precast Pre-stressed Concrete Products

DESIGN CRITERIA

1. Snow Load: The vault restroom will withstand a snow load of 350 pounds per square foot minimum.
2. Wind Load: The vault restroom will withstand the effects of 150 mile per hour wind load (3 second-gust), Exposure C.
3. Seismic Zone: The vault restroom will withstand the effects of group 1, category E.
4. Floor Load: The vault restroom floor will withstand loads of 400 pounds per square foot minimum.
5. The vault restroom is designed to meet the requirements of the Americans with Disabilities Act Requirements and Uniform Federal Accessibility Standard including as of the date of these specifications.
6. The vault restroom shall have full 60" turning diameter in each interior and entry area.
7. Tolerances: Tolerances will be within the limits as dictated by the PCI Quality Control and Assurance Manual. Design criteria include provisions of the 2006 IBC Code.

MATERIALS

Concrete

1. Concrete mix design, mixing and delivery, placement finishing, curing and quality assurance.
2. Concrete will contain proper proportion of cement, aggregate, and water to obtain concrete with good workability. Minimum strength concrete: 4,500 PSI at 28 days.
3. Cement will be ASTM C-150 Type II SR (Sulfur resistant) or Type V, 6.5 sacks per cubic yard.
4. ASTM C33 with designated size of coarse aggregate No. 67 (3/4" to No. 4).
5. Potable water with minimum water/cement ratio 5.0 gallons per sack.
6. Slump will be 3" to 5" by ASTM C231.
7. Air content shall be 4 to 7 percent as per ASTM C231. Air-entrained admixtures will conform to ASTM C260. Water reducing admixtures will conform to ASTM C494, Type A. Use of other admixtures is subject to approval.
8. Curing compound will be colorless complying with ASTM C309, Type I or I-D

Colored Concrete – Color requirements for pre-cast toilets

1. The toilet building roof, wall panels to floor line and screen panels will be precast with integrally colored concrete. Exterior look to be ½ barnwood in sandstone color, ½ colonial dry stack.
2. The same type and brand of cement, color, aggregates, and other additives shall be used throughout. In addition, as far as is reasonably practicable, all ingredients shall be from the same lot or manufacturing process. Aggregates shall be from the same source.
3. All volumes of concrete shall be uniform in all respects to ensure uniformity of the color of the finished concrete. All ingredients shall be weighed. All color by weight as recommended by the manufacturer of the concrete color. The mixing operations shall be adequate to uni-formly disperse the color throughout each batch. A 12"x12"x1" color sample will be available for customer approval.
4. Wash and thoroughly clean the mixer and transporting equipment before mixing colored concrete.

Cold/Hot Weather Concrete

1. Cold weather concrete placement shall be in accordance with ACI 306.
2. Concrete will not be placed if ambient temperature is expected to be below 30° Fahrenheit during the curing period unless heat is readily available to maintain the surface temperature of the concrete at least 45° Fahrenheit.
3. Materials containing frost or lumps of frozen materials will not be used.



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 20 of 25

4. Hot Weather Concrete: The temperature of the concrete will not exceed 80° Fahrenheit. At the time of placement and when the ambient temperature reaches 90° Fahrenheit, the concrete will be protected with moist covering.

Concrete Reinforcement

1. All reinforcing steel will conform to ASTM A615. All welded wire fabric will conform to ASTM A185.
2. All reinforcement will be new, free of dirt, oil, paint, grease, mill scale, loose or rust when placed. Reinforcement will be stored on blocks or saw horse off the ground in a manner to prevent bending, rusting and accumulation of dirt or soil.
3. Reinforcement will be installed as shown on the drawings and if details of reinforcement are not shown will be in accordance with ACI 318.
4. Steel reinforcement will be centered in the cross-sectional area of the concrete member unless otherwise specified on the drawings.
5. Welded wire mesh in flat sheet form may be substituted in place of reinforcing steel in the roof slab and the exterior slab. The steel area of the wire mesh must be equal to or greater than the steel bar area. No more than two layers of welded mesh will be allowed in any concrete section to provide the required steel area. Mesh openings for two layers of mesh shall be shifted ½" mesh grid size both ways.
6. Adequate placement and support of reinforcing steel and wire mesh in final position will occur before starting placement of concrete.
7. Reinforcing steel will be continuous around corners between adjacent walls. Full lengths of reinforcing steel will be used whenever possible and the number of splices will be kept to a minimum. On long runs, splices will be alternated from opposite sides of the component for adjacent steel bars.

Concrete Sealers

1. Clear, colorless polysiloxane resin penetrating sealer for weatherproofing concrete which meets performance requirements of Federal Specification SS-W-110b.
2. Weatherproofing sealer for exterior of building will be transparent, non-yellowing methyl methacrylate acrylic resin sealer, minimum 20% solids, for weatherproofing concrete exteriors. Low luster finish.

Caulking, Grout, Adhesive and Sealer

1. In accordance with Federal Specifications TTS-01543A, BASF Sonolastic NP 1 Polyurethane Sealant or equal will be used with standard colors of white for inside surfaces and color to match the exterior.
2. Epoxy concrete adhesive will be two components rigid, non-sag gel adhesive for bonding to dry or damp surfaces, moisture insensitive. Gray color.
3. Portland cement mortar will consist of one part Portland cement, three parts sand and enough water to make a workable mixture.

Paint

1. All paints and materials will conform to all Federal specifications or be similar "top-of-the-line components". Paints will be lead free. Standard paint materials and finish will be as follows:
2. Metalwork, steel doors
 - a. Factory Primed
 - b. Metalwork and steel doors will be primed with a one coat zinc dust metal primer, Federal Specification TT-P-1046A. Primer not required on items delivered shop primed.
 - c. A minimum of one coat semi-gloss alkyd exterior enamel as per Federal Specification TT-509 Class A will be applied to all metalwork. The color of enamel will be dark brown.
 - d. Factory Powder coat.
 - i. Metalwork and steel doors will be powder coated by the manufacturer using Sherwin Williams 410 Teakwood brown finish.
3. The interior walls will be painted using a two-part, high gloss polyamide epoxy enamel, white in color with a minimum of one primer coat and one color coat; or 2 coats of a modified acrylic, water repellent penetrating stain.
4. Interior floors will be a two part, high gloss polyamide epoxy enamel, grey in color. There will be a minimum of one primer coat and one color coat.
5. Exterior concrete surfaces.



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

**City of Tulsa,
Oklahoma**
Page 21 of 25

- a. Exposed Aggregate surfaces will be sprayed with a clear, water based penetrating sealer with water repellent and graffiti resistant properties.
- b. Barnwood surfaces will be sprayed with 2 coats of water repellent penetrating stain in the same color as the walls (sandstone) followed by one coat of anti-graffiti sealer.
- c. Colonial Dry Stack may be left untreated to give weathered rock finish.
- d. Cedar shake textured roof units will be sprayed with two coats of dark brown water re-pelent penetrating stain. Upper surface of roof units will be a dark color to aide positive airflow through the solar heat chamber in roof.
- e. Exterior slabs will be 1 coat of clear sealer.

Toilet Riser

1. Toilet Riser for the vault toilet will be 18" high, white cross-linked polyethylene, with heavy duty seat and lid. The color will be white.

Grab bars

1. Stainless steel, 18 ga. material, satin non-slip finish, 1 ½" outside diameter tubing, mounted with 1½" wall clearance for handicapped, with concealed screw mounting flanges.

Toilet Paper Dispenser

1. Bar-type toilet paper dispenser shall be constructed of stainless steel with satin finish, designed to hold three standard rolls of toilet paper. All corners will be rounded and the holder will consist of two mounting brackets (predrilled and slotted) and one lockable bar

Signs

1. Manufacturer shall provide one each of toilet signs - MEN'S and WOMEN'S.
2. Appropriate signage will be installed to meet ADA-ABAAG standards. The required signs shall be mounted on the exterior wall of the toilet building adjacent to the latch side of the door. Signs will be attached and trimmed using a color matched Polyurethane Sealant.
3. Signs will be 6"x 9" made of clear Lexan polycarbonate plastic with standard white recreation symbols or text on a brown background.
4. Message "RESTROOM" will be in raised Grade 2 Braille across the bottom of the sign.
5. An interior sign reading "PLEASE DO NOT PUT TRASH IN TOILETS. IT IS EXTREMELY DIFFICULT TO REMOVE - Thank you" will be installed above each toilet riser.

Windows

1. Glazing
 - a. The standard toilet will be furnished with a 20"x36" window with ¼" Lexan, or acceptable equivalent polycarbonate pebble finished glazing clear/opaque in color.
2. Steel Frame
 - a. The window frame will be 16 ga. metal frame suitable for casting or installation in concrete wall. The frame wall thickness will be plus or minus 1/4". One coat of baked on primer coating will be factory applied or factory powder coated using Sherwin Williams #410 Teakwood finish.

Steel Doors

1. Steel Door - A 3'-0"x 6'-8" steel flush door will be installed in each toilet. It will be 1 ¾" thick, 18 gauge steel panels, 16 gauge internal bracing channels and 14 gauge hinge & lock rail of one piece construction. One coat of baked on primer coating will be factory applied or factory powder coated using Sherwin Williams #410 Teakwood finish. Doors will be Lockseam LS-series by Shanahan's Manufacturing Ltd., or acceptable equivalent.
2. Steel Door Frame will be welded type, single rabbet, that is a minimum 16 gauge steel, suitable for installation in precast concrete. Three rubber door silencers will be installed on the latch side of the door frame. Door frame will be factory primed with one coat of baked on coating or factory powder coated using Sherwin Williams #410 Teakwood finish. Frames will be FW- series by Shanahan's Manufacturing Ltd., or acceptable equivalent.



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

3. Spring Door Hinges will be 1-1/2 pair wrought steel, 4 1/2" x4 1/2", adjustable tension, anti-friction bearing, non-removable pin, automatic closing, in a satin brass finish. Hinges will be #1250 by Hager Companies, or acceptable equivalent.
4. Chain door check will be available as an option to control door swing under windy conditions. Chrome plated zinc alloy base with welded galvanized steel chain attached with #8 self-tapping screws. Tear resistant grey EDPM rubber UV protection cover with a 440-pound load strength. Door check # 300D by Hager Companies, or acceptable equivalent.
5. Lockset
 - a. Commercial grade, heavy-duty cylindrical lockset for exterior door. UL listed complies with ASNI A156.2, series 4000, grade 1, function F76-1 and meets ADA-ABAAG standards for a toilet lock. Lockset will be satin brass finish. Lockset will be 3400 Series Lever by Hager Companies, or acceptable equivalent.
 - b. Lever handles inside and outside with the end of handles return to within 1/2" to 3/4" of door surface.
 - c. Either handle operates latch unless outside handle is locked by inside push button.
 - d. Push-button will automatically release when inside lever handle is turned, or door is closed.
 - e. Lockset will have an emergency slot on exterior, so door can be unlocked from the outside with a screwdriver. Inside lever will always be active.
6. Deadbolt - Mortised type, operated by key from outside only, keyed to existing or provided key. Deadbolt will be 3100 series by Hager Companies, or acceptable equivalent.
7. Bumpers
 - a. Wall Bumpers will have a cast metal base, satin brass finish, convex gray rubber bumper with a 2 3/8" diameter and 1" projection, suitable for installation on exterior of steel door. Wall bumpers will be #236W by Hager Companies, or acceptable equivalent.
 - b. Floor Stops will be available as an option to be mounted or grouted in concrete entrance slab to limit the travel of door under windy conditions. Rubber bumper diameter to be 2" with a height of 3 1/2" and mounted using a 5/8" steel bolt. Floor stop will be 269T by Hager Companies, or acceptable equivalent.
8. Door and Wall Louvers
 - a. Door Louvers will consist of non-vision, two-piece, exterior door louver for mounting on each side of door. Fiberglass or nylon insect screen with a 18-14 mesh installed in an aluminum frame between louvers. Frames will have one coat of factory applied baked on primer and sprayed with finish coat to match door. Door louvers will be Model 700A by Air Louvers Inc., or acceptable equivalent.
9. Door Sill Seal will be provided at the bottom of door and will be extruded aluminum channel with one-inch legs on each face of door with vinyl insert on bottom. Door Sill Seal will be #782S by Hager Companies, or acceptable equivalent.
10. Double Coat Hook - As an option a double coat hook of stainless construction with a satin finish and nail in anchor may be installed. Upper hook shall extend at least 2 1/2" from wall and lower hook extend 1 1/4" from wall. Mounting height will be a maximum of 48" from floor to center of coat hook. Double coat hook will be #895 by Tubular Specialties, Inc., or acceptable equivalent.

Double Vault Toilet Cleanout

1. The double vault toilet cleanouts will be located on the back of the toilets and will be a raised steel frame 21" by 34". The doors will be 1/4" Diamond plate steel and will be hinged at the back with a locking hasp that accepts a standard owner supplied padlock. The vault cleanout doors and frames will be factory Powder coated in Teakwood brown and include a continuous rubber gasket around the perimeter which will provide an air tight seal.

Vault Vent Pipe

1. Vault Vent Pipe shall be polyethylene plastic pipe, 12" DR21, PE 3608 high density, black color, UV stabilized HDPE pipe manufactured by WL Plastics, or acceptable equivalent.

Vault/Liner



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

1. Standard Vault configuration will include a precast concrete vault with a minimum wall thickness of 3". The inside of the vault will be allowed to cure for seven days and then be coated with two coats of Conseal CS-55 applied with a paint roller. The vault/liner will have a 7-year warranty against leakage.
2. A double walled vault will be required. The vault will consist of the standard concrete vault with a one piece molded plastic liner poured in place when the concrete tank is poured. The Vault Liner shall consist of a one-piece molded 161 lb./black color/.200 Wall. The HDPE liner will be warranted for a period of 7 years.
3. Holding tank capacity should be approximately 1000 gallons per vault. Two vaults required.

MANUFACTURE

Concrete Forms

1. Steel forms shall be sufficiently rigid to prevent distortion due to pressure of the concrete during placement, vibrating and curing of concrete.
2. Form ties will not be used in any concrete
3. Forms will be constructed to allow the interior surface of walls, ceiling and vault to have a steel form finish. Upper surface of the roof slab will have a steel-trowel finish standard with Cedar shake texture by means of form liner.
4. Form liner patterns shall be continuous pattern match.

Reinforcement

1. All reinforcing steel and wire mesh will be put in place and supported in final position prior to placement of concrete.

Concrete

1. Placement - Concrete will be poured in layers not more than 24" deep. Vibrators or tampers will not be used to move concrete.
2. Vibrating -
 - a. The concrete will be consolidated with suitable mechanical vibrators operating within the concrete or attached to the steel forms.
 - b. Vibration will be done at all points to sufficiently accomplish compaction and not pro longed to a point where segregation would occur.

Construction and Execution

1. The walls will be a minimum of 4" thick, the floors 5" and the roof will be 5".
2. Standard exterior surfaces of all colored concrete components shall have exposed aggregate finish. The exposed aggregate finish will be accomplished by sandblasting or brushing that will remove 1/8" to 1/4" of cement mortar from surface of concrete. The Manufacturer will have available a 12" x 12" colored sample with the exposed aggregate finish for approval if needed.
3. Any exterior exposed aggregate finish will be cleaned, allowed to dry and a concrete sealer will be applied as recommended by the manufacturer.
4. The four sections of the concrete building will be joined at the seam with epoxy concrete adhesive and four weld plates, two on top and two on bottom. Excess epoxy will be removed flush with concrete surfaces.
5. The floor slab will be fabricated with a 1" inch high raised concrete cove around the perimeter except in the door opening.
6. Interior vertical wall surfaces will have all depressions and small rock pockets filled with cement mortar while concrete is still green and within one day of form removal.
7. Patching of holes, chips, exposed reinforcement, and other defects on the exterior of the building will be done with a Portland cement-based patching material with the color, finish and texture of the patched surface matching the surrounding concrete.
8. Signs will be installed on building per ADA-ABA guidelines.
9. All hardware will be installed in accordance with manufacturer's instructions after finish paint work is completed.
10. Spring hinges will be adjusted after the building is installed to meet the following criteria:
 - a. Maximum force for pushing or pulling open the door shall be five pounds.
 - b. The door shall take at least three seconds to move from an open position of 70 degrees to a point three inches from the latch, measured to the leading edge of the door.
11. Wall bumpers will be installed on outside of steel door to contact concrete wall near edge of the building.



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

12. Grey concrete enamel on the floor shall extend around the cove at the junction of the wall and floor. Line between the grey floor enamel and white wall enamel shall be straight and parallel to the floor.
13. Concrete surfaces will be allowed to adequately cure, and surfaces will be prepared for application of paints as recommended by the paint manufacturer.
14. Interior and exterior joints between concrete and steel frames of doors will be caulked and joints will be smoothed with a concave surface tool.

6.0 INSTALLATION

Scope of Work:

1. Work specified under this Section includes, unless otherwise noted, placement of precast concrete vault toilet at 47757 Highway 59, Jay, OK, with doors facing north. After completing installation, manufacturer will inspect exposed finishes and repair damaged finishes.

Materials

1. Bedding material to be sand or 3/8" minus crushed or screened aggregate.

Location and Access to the Site:

1. Owner will provide location for the vault toilet in area that provides safe and reasonable access for trucks and equipment.
2. The area will be free of overhead or underground obstructions.

Bedding and Compaction

1. Owner will excavate required area for vault.
2. Owner will compact the natural ground at the bottom of the vault excavation with a whacker-type mechanical compactor or equivalent approved by the manufacturer.
3. Owner will install sand or aggregate bedding material for leveling course. Compact leveling course so there will be no high spots in the middle of the vault bottom.
4. Contractor will set vault in place (top of vault should be at grade), and ensure that it is plumb, level and aligned.

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK



**Invitation For Bid IFB 19-820
Double Vault Toilet Restroom
Water & Sewer
Issued: April 18, 2019**

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

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

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

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

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	PREFABRICATED DOUBLE VAULT TOILET RESTROOM PER SPECIFICATIONS	1 or More	\$ _____	\$ _____
2	INSTALLATION OF PREFABRICATED DOUBLE VAULT TOILET RESTROOM	1 or More	\$ _____	\$ _____
TOTAL COST NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)			\$ _____	

Bidder's Company Name _____

Authorized Signature Here ▶ _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET