



**Invitation For Bid 21-722 Addendum 2  
Flooring – OTC 14<sup>th</sup> and 15<sup>th</sup> Floors  
Engineering Services  
Issued: January 14, 2021**

**City of Tulsa,  
Oklahoma**  
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Issued February 16, 2021

## Addendum #2

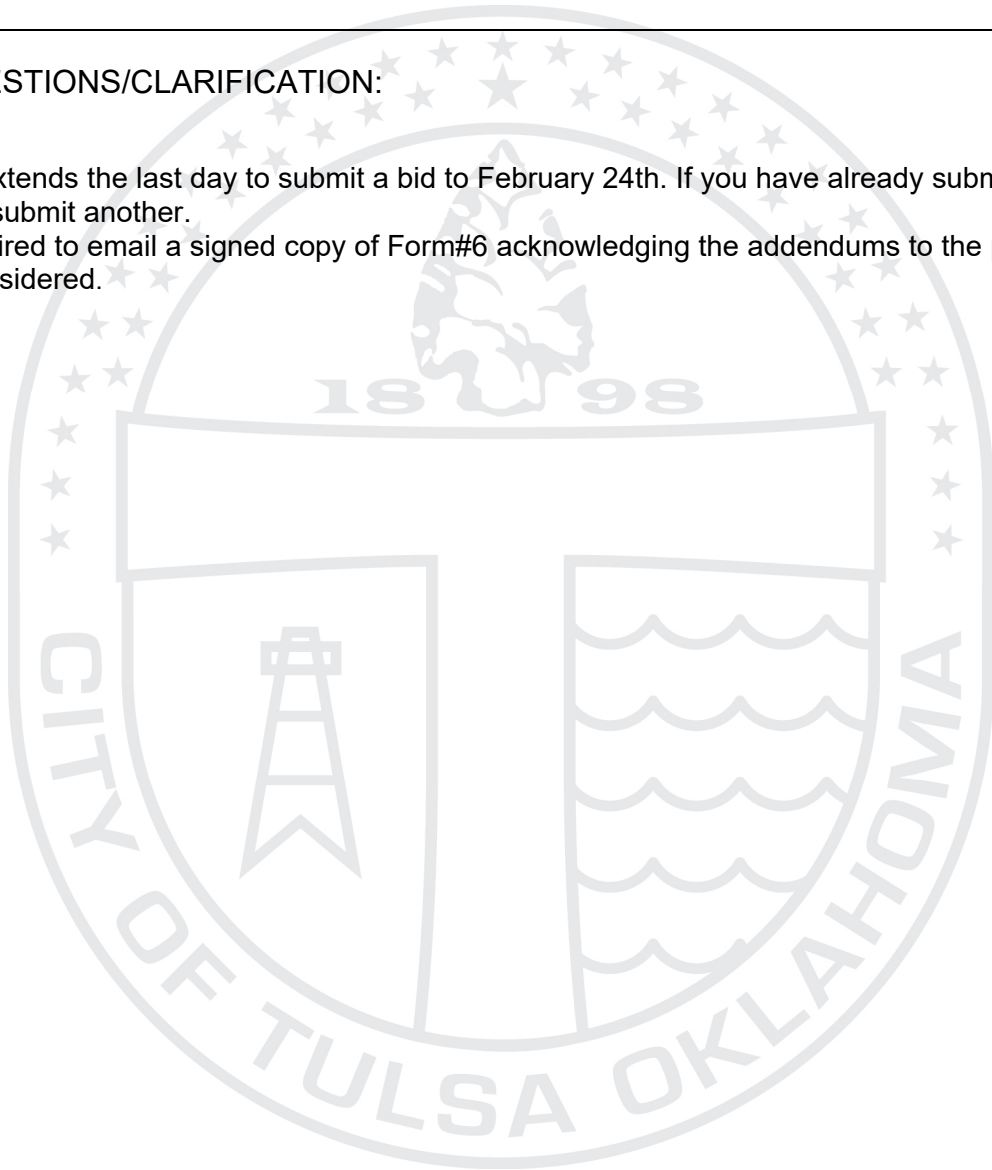
Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

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### CHANGES/QUESTIONS/CLARIFICATION:

#### **CHANGE:**

This addendum extends the last day to submit a bid to February 24th. If you have already submitted a bid, it is not necessary to submit another. You are only required to email a signed copy of Form#6 acknowledging the addendums to the project buyer for your bid to be considered.





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Issued February 8, 2021

## Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

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### CHANGES/QUESTIONS/CLARIFICATION:

#### CHANGE:

1. REVISE Sheet A601, ARCHITECTURAL 14TH FLOOR CARPET PLAN. Delete all references to CPT-2. Refer to CPT-5 and CPT-6 in Legend. This sheet will not be reissued.
2. REVISE Sheet A601, ARCHITECTURAL 14TH FLOOR CARPET PLAN. Add Keynote 2, "STEEL STRUCTURAL PLATE AT PERIMETER; CARE TO BE TAKEN TO ENSURE TILE ADHERES SMOOTHLY OVER PLATE." Add keynote 2 designator at north, south, and west exterior walls. This sheet will not be reissued.
3. Under the sub-section General, Specifications of Technical Specification the last sentence has changed, and a has been statement added. Carpet quantities shall include 7 square yards of attic stock per type color and pattern of carpet. Bidder(s) shall be responsible for confirmation of existing floor plans and arrangement of cubicles.
4. The floorplan for the 15<sup>th</sup> floor was updated to represent the cubicle layout as it existed in 2018.

#### QUESTIONS/CLARIFICATION:

1. Question: Are data and electrical cables long enough to allow lifting partitions without disconnecting services?  
Answer: Yes. It is believed that the typical installation on these floors allowed for additional cabling as part of the installation.
2. Question: Change Order - Discovery of a concrete slab defect that will require leveling to repair prior to re-carpeting. This would initiate a change order over the weekend. What is the process to show and gain approval, when appropriate, so it doesn't stop or delay work?  
Answer: The process to inspect work that needs Owner's input to proceed will be discussed in the pre-work or "kick-off" meeting with the Seller. The process involves documenting the affected area as soon as the condition is discovered and communicating the issue to the designated City representative for discussion with the design team and awaiting response time for review and approval. Delays of this sort if properly documented will not be held against awarded bidder for impact to schedule.
3. Question: Who and how will the replacement of the molding be initialed?  
Answer: If the Seller discovers a situation that requires base to be replaced, the Seller must communicate the issue to designated contact on the next business day for review and approval.
4. Question: What was the process for verifying/ensuring the current carpet is the same size/profile as the replacement, so it doesn't impact the molding with carpet larger or smaller creating gaps or pushing the molding up?  
Answer: Specified carpet has a padded backing thickness as close as possible to existing carpet.



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5. Question: We noticed some of the profile of the carpet on the 15<sup>th</sup> floor was not padding backed. What is an acceptable method to compensate for the situation?  
Answer: Modify existing floor leveling material as needed to ensure smooth transition between carpets.
6. Question: Cut back - An item mentioned in the meeting related to the less than 4-inch strips on the metal flashing and the desire not to repeat the installation. If we go to a 6 Inch cut it will increase the waste. Is the minimum to be not less than a 6-inch cut?  
Answer: Refer Interior Material and Color Key, General Remark #5. Trimmed carpet tile pieces to be no less than 6" unless approved with architect prior to installing affected area.
7. Question: Was waste factor included in quantities on bid form?  
Answer: Yes. Waste factor and additional 7 square yards per carpet type was figured in quantities on bid form.
8. Question: Should the Seller salvage for the City a quantity of existing flooring material?  
Answer: The Seller must salvage and provide to City staff 10 square yards from each combination of type, color and pattern of carpet tile from the 14th floor. No salvage from 15th floor is needed.
9. Question: Will the City furnish current floor plan showing cubicle layout for each floor?  
Answer: The cubicle layout from 2018 has been added to the floorplan for the 15th floor. The cubicle layout for 14th floor has not been updated.
10. Question: How will coordination to prevent access problems between the Seller and building janitors be accomplished?  
Answer: The Seller must furnish updates on progress to the City representative for use by the Building Manager and Asset Management in communicating work priorities to the janitorial service provider.
11. Question: What are the Security arrangements that allow delivery and removal of material and worker access?  
Answer: Full details will be discussed with the Seller during the pre-work or "kick-off" meeting. Generally, the Seller should have a representative arrive each evening that work is to be performed or Friday, in advance of a work weekend, between 4:00 and 4:30 PM to meet with Security and /or a City representative to access the dock area and receive material deliveries.
12. Question: Does the flooring in this IFB contain asbestos?  
Answer: To MATRIX (Architect's) knowledge, no building materials in that era of when the building was constructed around 2001 contained asbestos but since we did not specify the actual materials in question we can't say with certainty. We are assuming the question is regarding existing materials in the building, and not newly specified products. No new products are specified to contain asbestos.

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

**BID # 21-722**

**DESCRIPTION: Flooring – OTC 14<sup>th</sup> and 15<sup>th</sup> Floors (Commodity Code(s): 360-76; 910-09)**

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](http://www.cityoftulsapurchasing.org) or a hardcopy may be obtained at:

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

**Bids must be received no later than 5:00 PM (CST) on Wednesday, February 24, 2021 and delivered to:  
City Clerk's Office  
175 East 2<sup>nd</sup> 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.**



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**SUMMARY SHEET**

**Project Buyer**

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

Terry O. Thomas, Senior Buyer

[tthomas@cityoftulsa.org](mailto:tthomas@cityoftulsa.org)

Include **IFB21-722** on the subject line

**Bidder's Notice of Intent to Submit a Bid**

Email the Project Buyer indicating your intent to Bid. Include **IFB21-722** 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](http://www.cityoftulsapurchasing.org)) to receive notice of any addenda, or to receive notice of any future IFBs.

**Pre-Bid Conference**

A pre-Bid conference will be held for this IFB, information on that conference appears below:

Date Wednesday, January 27, 2021: Time 10:00 AM and Wednesday, February 3, 2021: Time 10:00 AM

Location: 175 E 2<sup>nd</sup> St, Tulsa, OK 74103 10<sup>th</sup> Floor South Conference Room

Attendance at either of the two Pre-Bid Conference is required to submit a Bid

Physical distancing and face masks are required

**Reference Drawings**

Architectural drawings of the two floors are included as reference herein. A DWG formatted copy will be available to qualified Bidders on request from the Project Buyer. Attendance at one of the two Pre-Bid meetings is required.

**Bid Packet Submission**

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

Electronic Copy also required (USB drive, CD . . .).

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 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.



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**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: \_\_\_\_\_



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**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 2<sup>nd</sup> 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 21-722 Flooring – OTC 14<sup>th</sup> and 15<sup>th</sup> Floors**

(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 1<sup>st</sup> to June 30<sup>th</sup>) 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.



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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](http://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. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103  
With a copy to: Terry O. Thomas, Senior Buyer  
175 E 2<sup>nd</sup> Street, 15<sup>th</sup> Floor  
Tulsa, OK 74103

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,





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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.



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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



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**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**



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**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**



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**FORM #5**

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )

)ss.

COUNTY OF \_\_\_\_\_ )

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: \_\_\_\_\_

Signature

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

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

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



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**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).

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**Sign Here ▶**

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**



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**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 2<sup>nd</sup> Street, 15<sup>th</sup> Floor, 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.
  - 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](http://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



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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.
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 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103





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- 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.

**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.



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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](mailto: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.

A copy of the invoice must be emailed to Engineering Services: [mkell@cityoftulsa.org](mailto:mkell@cityoftulsa.org)

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**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: \_\_\_\_\_  
 Relationship: \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Relationship: \_\_\_\_\_

Company Name: \_\_\_\_\_  
 Contact Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 Phone number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Relationship: \_\_\_\_\_

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

**Yes:** \_\_\_ **No:** \_\_\_

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**TECHNICAL SPECIFICATIONS**

**SCOPE:**

It is the intent during the agreement period, as nearly as possible, to purchase all the requirements for the item(s) bid from the firm(s) to which the agreement is awarded.

**SPECIFICATIONS:**

The intent of this bid is to secure, on a competitive basis, a source of supply for install and remove carpeting on the 14<sup>th</sup> and 15<sup>th</sup> Floor of the OTC (One Technology Center) a.k.a. Tulsa City Hall located at 175 E 2<sup>nd</sup> Street, Tulsa, OK for the City of Tulsa.

**GENERAL:**

All pricing line items on Exhibit A shall be all inclusive of furnishing product, delivery of product, and installation of product as required to provide and install flooring as indicated by the specification documents. Seller shall furnish manpower, materials, and equipment necessary as required to achieve the delivery and installation schedule, and shall furnish additional crews, equipment, etc. and/or overtime required to maintain the delivery and installation schedule below if Seller falls behind due to their own fault. Pricing shall include removal and disposal of existing carpet and floor prep as needed. Carpet quantities shall include 7 square yards of attic stock per type color and pattern of carpet. Bidder(s) shall be responsible for confirmation of existing floor plans and arrangement of cubicles.

**PRE-BID CONFERENCE AND SITE VISIT:** Bidder(s) shall attend the pre-bid conference for their Bid to be considered for award.

Details of the event are found on the "Summary" page of this document. Please allow time to obtain a City of Tulsa visitor's pass by presenting a valid Driver's License to City Security located through the public entrance on the 2<sup>nd</sup> floor (Ground level). Physical distancing and face masks are required.

Please note that, since the areas to be reviewed are Class A occupied offices, proper attire is required, or Bidders will not be permitted access. Proper attire shall be as follows: Shirts, and pants or skirts (no shorts), and shoes. This visit will help Bidders gain familiarity with the building and elevator layout and logistics of moving carpeting from the truck to building, disposal of removed carpet, parking, and acceptable delivery routes and locations.

**PRODUCT LAYOUT PLANS:** AutoCAD files of floor plans, and higher resolution pdfs of drawings included in this IFB will be released to Bidders who attend mandatory pre-bid meeting. Bidder shall provide (1) full-sized hard copy and (3) 11" x 17" hard copies of floor plans illustrating carpet layouts (to scale) with bid submittal for the 14<sup>th</sup> and 15<sup>th</sup> floor. Bidder(s) is responsible for field verification of carpet quantities required.

**PRODUCT CUT SHEETS:** Three (3) copies of cut sheets as needed to verify that any substitution is an acceptable equal shall be provided with the submission of the bid.

**DELIVERY & INSTALLATION SCHEDULE:**

The Seller shall complete delivery and installation of this project within 8 weeks of the date that the order is placed.

The 14<sup>th</sup> and 15<sup>th</sup> floors are occupied during normal working hours. All work must be performed only on the weekends; from 5:00 pm Friday through 6:00 am Monday.

1. Seller is responsible for layout from finished existing walls.
2. Seller shall furnish hoisting, material transport, and all material handling for the scope of this work.
3. Carpeting selected is cushion back, which is replacing existing cushion-backed carpet. Existing rubber base is to remain.
4. **Delivery & on-site staging limitations:** Available space on site for product off-loading and staging is limited. It is strongly recommended that the product be pre-staged and organized in a manner to allow for it to be off-loaded and placed near its final location to minimize on site handling.
5. Seller shall include all remobilization operations required to complete the scope of this work.
6. Project Security:
  - a. All employees of Seller shall be required to obtain a City of Tulsa security badge that will allow them to have access during the designated working hours on the 14<sup>th</sup> and 15<sup>th</sup> floors. Badges shall be worn at all times while working on this project for deliveries and installation.



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- b. Per Oklahoma State law [O.S. Title 57, §583-584](#): All Seller employees shall be legal citizens of the U.S./or have work visas, and shall have valid Identification for background investigation, which includes U.S. Driver's license, Social Security card, birth certificate, passport, and / or INS card. No Seller employee may have felony convictions within previous ten years. Any Seller employee convicted of a misdemeanor or felony within previous twenty years are subject to scrutiny. No Seller employees may have current criminal proceedings regarding sex offenses, acts of violence, fraud, embezzlement, burglary or outstanding warrant. All employees of Seller on site will be required to have an Oklahoma State Bureau of Investigation Criminal History Record Information check processed and on file with Seller. Seller shall be responsible for the expense of said background checks as part of this agreement. Seller shall certify to City of Tulsa Security that Seller has not employed any person on this site who does not meet the requirements of this section. Seller shall deliver background checks for all employees at one time to City of Tulsa Security.
7. Seller shall coordinate all material deliveries and installations with the appointed City of Tulsa staff and shall have a representative on site to receive all deliveries of materials under the scope of work of this agreement.
  8. Seller shall clean up its work in such a manner as to maintain safe working conditions on the project, including but not limited to excess material, and lunch trash. Seller shall remove all trash generated by Seller's work at the end of each day. If after 24 hours' notice Seller fails to clean up trash, then The City of Tulsa may clean up the trash and the cost thereof shall be charged to the Seller.
  9. Trash removal and handling from installation site: Disposal of trash generated by Seller(s) activities shall be the responsibility of the Seller to remove from the site and dispose of appropriately. Use of City's on-site trash containers will not be allowed.
  10. Seller shall submit to the City of Tulsa representative an emergency contact list containing information on field supervisory personnel and management personnel complete with phone numbers prior to commencing work on the project. The information will be shared with Matrix (MATRIX Architects Engineers Planners, Inc), and CBRE (Coldwell Banker Richard Ellis) Property Manager.
  11. Seller shall furnish protection of adjacent surfaces including but not limited to elevator protection, carpet and concrete flooring, walls, and finished work and Seller shall repair of any damage caused by the work of Seller.
  12. Seller shall provide non-marking tires or "socks" for wheels and drip pans under any equipment that will be required to travel across slabs. This includes but is not limited to fork lifts, pallet jacks, etc. Seller shall use all due diligence in minimizing marking of and damage to all floor surfaces.
  13. Seller must keep surrounding streets, drives and parking areas free of debris caused by or created by the work.
  14. Bid Items 7 and 8 Furniture relocation includes pricing to raise the existing modular furniture in place with no changes to the existing furniture layout as well as temporarily moving items including but not limited to flat files and filing cabinets as needed to do the complete installation. Personal items will be boxed by City employees and left in place on top of existing modular furniture. The City of Tulsa is responsible for moving PCs, large copiers and desktop printers.
  15. Seller shall provide a weekly graphic schedule to City of Tulsa Representative, showing installation areas affected a minimum of 7 calendar days in advance of re-carpeting to allow for personal items to be moved by City employees and for PCs, large copiers, and desktop printers to be moved by City of Tulsa IT staff. The information will be shared with Matrix and CBRE.
  16. Seller shall examine substrates upon which the work is to be installed. Notification must be given to City of Tulsa Representative, in writing of conditions detrimental to timely and proper installation of the work. Seller may not start the work until unsatisfactory conditions have been corrected. If work is started without notification of unsatisfactory conditions, it shall be construed as an acceptance of substrate by Seller who shall repair unsatisfactory work caused by unsatisfactory substrate at no expense to the City. The information will be shared with Matrix and CBRE.
  17. Bid Items 16 and 17 are for unforeseen site conditions and will only be used if need is determined in advance and with approval in writing from City of Tulsa Representative. The City will discuss issues as necessary with Matrix and CBRE.
  18. Seller shall furnish all submittals, shop drawings, and samples within 30 days of receipt of notice to proceed, or earlier if required by the project schedule. Seller shall provide (6) six sets of submittals to City of Tulsa representative.
  19. Seller shall provide all professional engineering or design services required by the Agreement for the assembly of submittals and shop drawings.
  20. The term "substantial completion" is defined as substantial completion of the overall project or portions thereof as designated by City of Tulsa Representative. The City may discuss completion issues with Matrix, and CBRE as necessary.
  21. Seller shall submit closeout documents within 30 days of completion of the scope of the package.
  22. Seller shall resolve all punch list items within 30 days of substantial completion of the overall project or portions thereof.



**Invitation For Bid 21-722 Addendum 2  
Flooring – OTC 14<sup>th</sup> and 15<sup>th</sup> Floors  
Engineering Services  
Issued: January 14, 2021**

**SUBMITTALS FOLLOWING EXECUTION OF AN AGREEMENT**

Seller shall provide:

- 1 Product Data: Provide data on specified products, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
- 2 Samples: Submit two carpet tiles illustrating color and pattern design for each carpet color selected.
- 3 Manufacturer's Installation Instructions: Indicate special procedures and perimeter conditions requiring special attention.
- 4 Maintenance Data: Include maintenance procedures, recommended maintenance materials, and suggested schedule for cleaning.
- 5 Maintenance Materials: Furnish the following for City's use in maintenance of project. Extra Carpet Tiles: 7 square yards of each type, color and pattern installed. 7 square yards of additional carpet has been added to the bid proposal totals for each type of carpet.

**QUALITY ASSURANCE**

Installed Qualifications: Bidder specializing in installing carpet tile with minimum three years documented experience.

**INSTALLER'S FIELD CONDITIONS**

Store materials in area of installation for minimum period of 24 hours prior to installation.

**MANUFACTURERS**

Tile Carpeting:

- 1 Shaw Commercial Carpeting: [www.shawcontract.com](http://www.shawcontract.com) or acceptable equivalent
- 2 Tarkett Commercial Carpeting: [www.commercial.tarkett.com](http://www.commercial.tarkett.com) or acceptable equivalent
- 3 Mannington Commercial [www.manningtoncommercial.com](http://www.manningtoncommercial.com) or acceptable equivalent.

**MATERIALS**

- 1 Tile Carpeting: shall be manufactured in one color dye lot.
- 2 Specification of the following requirements must equal or exceed those expressed by example in the Interior Material and Color Key of the Carpet Plan for the designated floor.
  - a) Product as referenced by tradename and manufacturer:
  - b) Color:
  - c) Pattern:
  - d) Primary Backing Material:

**ACCESSORIES**

1. Adhesives: Compatible with materials being adhered; maximum VOC content of 50 g/L; CRI (GLP) certified; in lieu of labeled product, independent test report showing compliance is acceptable.
- 2 Carpet Tile Adhesive: Recommended by carpet tile manufacturer.

**EXECUTION & EXAMINATION**

Seller shall:

- 1 Verify that sub-floor surfaces are smooth and flat within tolerances specified for that type of work and are ready to receive carpet tile.
- 2 Verify that wall surfaces are smooth and flat within the tolerances specified for that type of work, are dust-free, and are ready to receive carpet tile.
- 3 Verify that sub-floor surfaces are dust-free and free of substances that could impair bonding of adhesive materials to sub-floor surfaces.
- 4 Cementitious Sub-floor Surfaces: Verify that substrates are dry enough and ready for flooring installation by testing for moisture and pH (degree of acidity or alkalinity). Obtain instructions if test results are not within limits recommended by flooring material manufacturer and adhesive materials manufacturer.



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**PREPARATION**

Seller shall:

- 1 Remove existing carpet tile; both roll goods and tile.
- 2 Prepare floor substrates as recommended by flooring and adhesive manufacturers.
- 3 Remove sub-floor ridges and bumps. Fill minor or local low spots, cracks, joints, holes, and other defects with sub-floor filler.
- 4 Vacuum clean substrate.

**INSTALLATION**

Starting installation constitutes acceptance of sub-floor conditions.

Seller shall:

- 1 Install carpet tile in accordance with manufacturer's instructions and CRI (CIS).
- 2 Blend carpet from different cartons to ensure minimal variation in color match.
- 3 Cut carpet tile clean. Fit carpet tight to intersection with vertical surfaces without gaps.
- 4 Lay carpet tile in specified pattern, with pile direction parallel to next unit, set parallel to building lines.
- 5 Locate change of color or pattern between rooms under door centerline.
- 6 Fully adhere carpet tile to substrate.
- 7 Trim carpet tile neatly at walls and around interruptions.

**CLEANING**

Seller shall:

- 1 Remove excess adhesive without damage, from floor, base, and wall surfaces.
- 2 Clean and vacuum carpet surfaces.

**THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK**



**LEGEND:**

	EXISTING TO REMAIN
	EXISTING RETAIN FURNITURE SCHEMATIC
	KEYNOTE
	OFFICE
	ROOM NUMBER
	FINISH KEY REFERENCE
	NOT IN CONTRACT
	FLOORING TRANSITION
	CPT4
	CPT4

COT PROJECT NUMBER: 145300

**MATRIX**

THE CITY OF TULSA  
ONE TECHNOLOGY CENTER (OTC)

14TH FLOOR INTERIOR FINISHES

DATE: 11/07/2017

PROJECT PLAN

A601

- NOTES:**
- REMOVE EXISTING FLOORING UNLESS OTHERWISE NOTED. EXISTING RUBBER BASE, GRANITE BASE AND GRANITE TRANSITIONS TO REMAIN. REMOVE EXISTING FLOORING UNLESS OTHERWISE NOTED. REMOVE ALL UNLESS OTHERWISE NOTED. REMOVE EXISTING FLOORING UNLESS OTHERWISE NOTED.
  - FIELD VERIFY QUANTITIES OF CARPET PRIOR TO ORDERING.
  - ALL FLOOR TILE TO BE Laid SQUARE AND CENTERED IN ROOM OR UNLESS OTHERWISE NOTED.
  - REORDERING OF DEMOS/INSTALL TO BE SCHEDULED IN ADVANCE. CONTACT JULE JARVIS AT JJARVIS@TULSAOK.COM FOR SCHEDULE DETAILS.
  - ALL CARPET TO BE OFF-FULLER UNLESS OTHERWISE NOTED.

- KEYNOTES:**
- ALIGN CARPET WITH COLUMN, WALL OR DIMENSION.

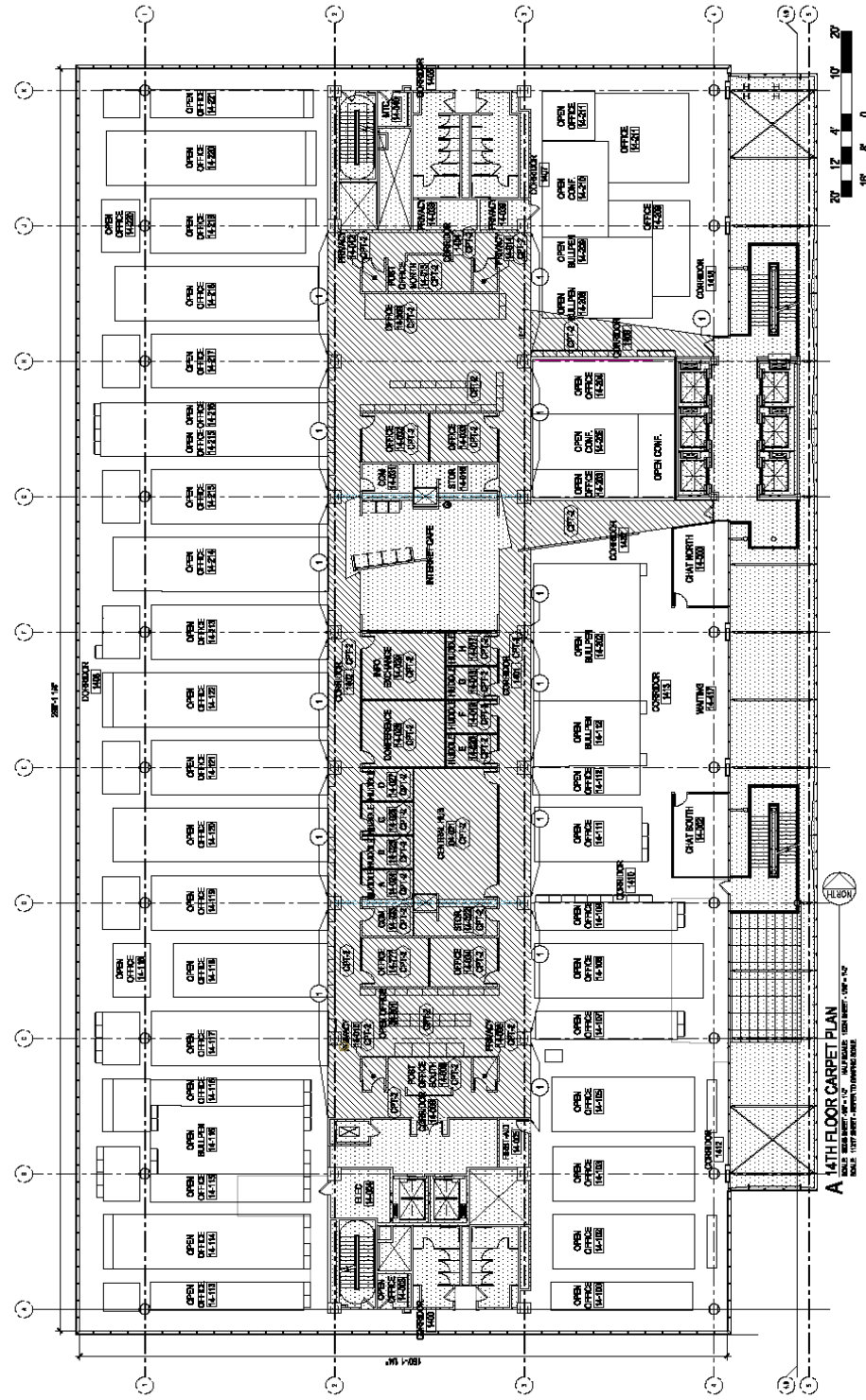
**INTERIOR MATERIAL & COLOR KEY**

PROJECT #1400140

KEY	DESCRIPTION	MANUFACTURER	PATTERN / COLOR	KEY REMARKS
CPT4	CARPET TILE - FELD	MANIKITON	CORITLA R COLOR WHEAT PRIMA BRICK CHAR BRN W/TH RESOLVE CORINTH BUCK	
CPT4	CARPET TILE - CORE CIRCULATION	MANIKITON	AND; CELEN WHEAT PRIMA BRICK CHAR BRN W/TH RESOLVE CORINTH BUCK	

**GENERAL REMARKS:**

- ALL MATERIALS TO BE INSTALLED PER MANUFACTURER SPECIFICATIONS.
- ALL DIMENSIONS, SEAMING, AND FINISHES TO BE IN ACCORD WITH LOCAL AND QUALITY MANAGEMENT (SQCM) RULES PER REQUIREMENTS.
- REFER CARPET PLAN FOR PATTERN.
- CARPET TILE TO BE Laid IN NEW DIRECTION.
- TRIMMED CARPET TILE PIECES TO BE NO LESS THAN 6" UNLESS APPROVED WITH ARCHITECT PRIOR TO INSTALLING AFFECTED AREA.



**A 14TH FLOOR CARPET PLAN**

DATE: 11/07/2017 10:00 AM

**LEGEND:**

	EXISTING TO REMAIN
	KEYNOTE
	OFFICE
	ROOM NAME
	ROOM NUMBER
	ROOM IN CONTRACT
	SLEEPING ROOM DOOR
	PARTITION

- NOTES:**
- REMOVE EXISTING FLOORING AND INSTALL NEW CARPET AS SHOWN ON THIS PLAN. ALL MATERIALS TO BE INSTALLED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION. ALL MATERIALS TO BE INSTALLED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION. ALL MATERIALS TO BE INSTALLED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
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**INTERIOR MATERIAL & COLOR KEY**

KEY	DESCRIPTION	MANUFACTURER	PATTERN / COLOR	KEY REMARKS
OP-4	CARPET TILE - 18" X 18" - BEIGE / LIGHT BROWN	SHAW	STYLIZED COLOR DESIGN BEIGE / LIGHT BROWN	STYLIZED COLOR DESIGN BEIGE / LIGHT BROWN
OP-4	CARPET TILE - 18" X 18" - BEIGE / LIGHT BROWN	SHAW	STYLIZED COLOR DESIGN BEIGE / LIGHT BROWN	STYLIZED COLOR DESIGN BEIGE / LIGHT BROWN
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OP-4	CARPET TILE - 18" X 18" - BEIGE / LIGHT BROWN	SHAW	STYLIZED COLOR DESIGN BEIGE / LIGHT BROWN	STYLIZED COLOR DESIGN BEIGE / LIGHT BROWN

**GENERAL REMARKS:**

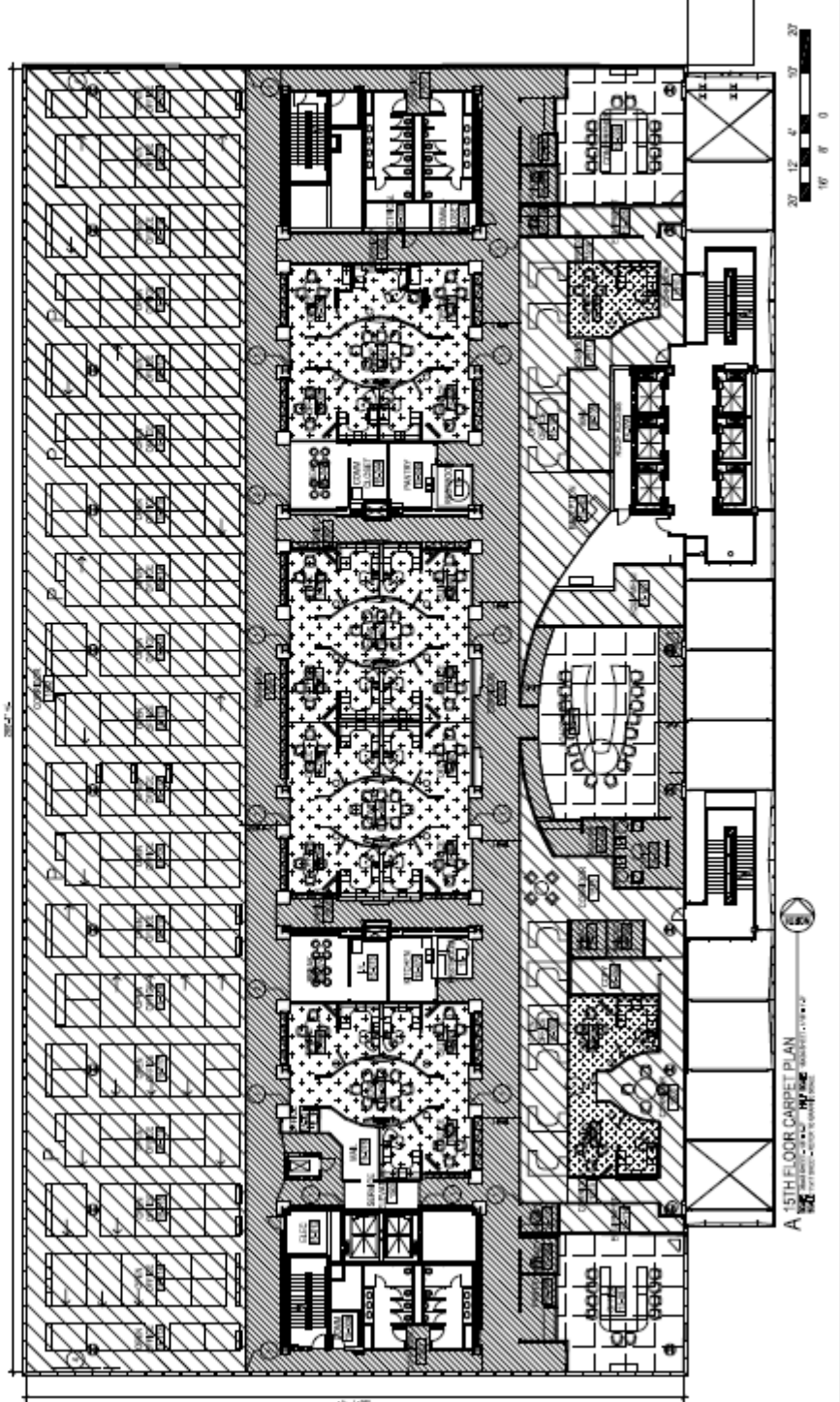
- ALL MATERIALS TO BE INSTALLED SHALL BE APPROVED BY THE ARCHITECT PRIOR TO INSTALLATION.
- ALL CARPET SHALL BE INSTALLED IN ACCORDANCE WITH THE CARPET INSTALLATION MANUAL.
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**CARPET LEGEND:**

	CARPET 1
	CARPET 2
	CARPET 3
	CARPET 4

NOT-A-SHOWN MATERIALS TO REMAIN AS EXISTING.

COT PROJECT NUMBER: 14300  
**MATRIX**  
ONE TECHNOLOGY CENTER (OTC)  
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**EXHIBIT A  
BID FORM INCLUDING DELIVERY AND PRICING**

**1. Delivery.** If your Bid is accepted and an Agreement 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 Agreement 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	Qty	Cost	Extended Cost
1	<b>Carpet 1:</b> Manufacturer - Shaw; Style - Knit #59492; Color - Serene Sky #91595; Format: Carpet Tile, 24" x 24"; Dye Method - Solution / Yarn; Backing/Tile System: EcoLogix (Padded Tile) - 15th Floor	2290 SY	\$	\$
2	<b>Carpet 2:</b> Manufacturer - Shaw; Style - Corded #59491; Color - Serene Sky #91595; Format: Carpet Tile, 24" x 24"; Dye Method - Solution / Yarn; Backing/Tile System: EcoLogix (Padded Tile) - 15th Floor	1015 SY	\$	\$
3	<b>Carpet 3:</b> Manufacturer - Shaw; Style - Chain Stitch #59494; Color - Serene Sky #91595; Format: Carpet Tile, 24" x 24"; Dye Method - Solution / Yarn; Backing/Tile System: EcoLogix (Padded Tile) - 15th Floor	925 SY	\$	\$
4	<b>Carpet 4:</b> Manufacturer - Tarkett; Style - Plexus Colour IV #02875; Color - Flint Stone #18505; Format: Carpet Tile, 24" x 24"; Dye Method - Solution / Yarn; Backing/Tile System: FlexAire (Padded Tile) - 15th Floor	355 SY	\$	\$
5	<b>Carpet 5:</b> Manufacturer - Mannington; Style - Costilla II; Color - Wend 13145; Format: Carpet Tile, 24" x 24"; Dye Method - Solution / Yarn; Back: rEvolve Cushion Modular; Location - 14th Floor	3448 SY	\$	\$
6	<b>Carpet 6:</b> Manufacturer - Mannington; Style - Axio; Color - Wend 13145; Format: Carpet Tile, 24" x 24"; Dye Method - Solution / Yarn; Back: rEvolve Cushion Modular; Location - 14th Floor	1056 SY	\$	\$
7	Furniture relocation - 14th Floor	1 EACH	\$	\$
8	Furniture relocation - 15th Floor	1 EACH	\$	\$
9	Material delivery, removal & disposal of packing debris, removal and disposal of existing carpet & installation - 14th Floor	1 EACH	\$	\$



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Item	Description	Qty	Cost	Extended Cost
10	Material delivery, removal & disposal of packing debris, removal and disposal of existing carpet & installation - 15th Floor	1 EACH	\$	\$
11	<b>Rubber Base: 14th Floor</b> Manufacturer - Johnsonite; Color - Burnt Umber 63 (only to be used if needed and agreed to by Owner in advance)	1 LF	\$	\$
12	<b>Rubber Base: 15th Floor</b> Manufacturer - Johnsonite; Color - TBD depending on location, Style to match existing adjacent (only to be used if needed and agreed to by Owner in advance)	1 LF	\$	\$
13	<b>Wood Base: 15th Floor</b> Height, Profile, Species and Stain to match existing adjacent (only to be used if needed and agreed to by Owner in advance)	1 LF	\$	\$
14	<b>Rubber flooring transition: 14th Floor</b> Manufacturer - Johnsonite; Color - Burnt Umber 63 (only to be used if needed and agreed to by Owner in advance)	1 LF	\$	\$
15	<b>Rubber flooring transition: 15th Floor</b> Manufacturer - Johnsonite; Color - TBD depending on location (only to be used if needed and agreed to by Owner in advance)	1 LF	\$	\$
16	Unforeseen floor preparation - 14th Floor	100 SF	\$	\$
17	Unforeseen floor preparation - 15th Floor	100 SF	\$	\$
<b>TOTAL COST NOT TO EXCEED: ( All costs must be included or your bid will be disqualified)</b>			<b>\$</b> _____	

Note – SY indicates square yard, LF indicates linear feet and SF indicates square feet.

Bidder's Company Name \_\_\_\_\_

**Authorized Signature Here ▶** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RETURN THIS ENTIRE BID PACKET**