

Request for

Competitive Sealed Proposal

CSP22-705

Generator Replacement Rooftop BOK Tower

NIGP Commodity Code(s):

285-39 Generators, Stationary, Diesel, Stand-By Power System

Submit proposals (sealed) to:

Deputy City Clerk
City of Tulsa
175 E. 2ND St.
Suite 260
Tulsa, OK 74103



CITY OF
Tulsa
A New Kind of *Energy*™

TABLE OF CONTENTS

- I. STATEMENT OF PURPOSE: 1
- II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL: 1
 - A. GENERAL REQUIREMENTS..... 1
 - B. GENERAL NOTIFICATIONS..... 2
- III. BACKGROUND 3
- IV. SCOPE OF WORK: 3
- V. DELIVERABLES: 4
- VI. RESPONDENT AND PROPOSAL REQUIREMENTS 5
 - QUESTIONNAIRE - SPECIFICATIONS: 5
- VII. EVALUATION OF PROPOSALS: 13
- VIII. TIME FRAME FOR REVIEW: 13
- IX. AWARD OF PROPOSALS:..... 13
- X. MISCELLANEOUS:..... 14
- INTEREST AFFIDAVIT 17
- NON-COLLUSION AFFIDAVIT 18
- AFFIDAVIT OF CLAIMANT 19
- ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS..... 20
- RESPONDENT INFORMATION SHEET 21
- EXHIBIT A - PRICE SHEET SUMMARY 22
- CITY OF TULSA GENERAL CONTRACT TERMS..... 23

I. STATEMENT OF PURPOSE:

With this request for Competitive Sealed Proposal (CSP), the City of Tulsa (City) is searching to secure services to remove and replace the standby generator and transfer switch on the roof of the BOC tower located at One Williams Center for the Information Technology Department.

We enthusiastically look forward to receiving your proposal.

II. INSTRUCTIONS FOR SUBMITTING A PROPOSAL:

A. General Requirements

1. **The proposal must be received by 5:00 p.m. on Wednesday, November 17, 2021, Central Standard Time.** Proposals must be sealed in an envelope or box clearly labeled **“CSP22-705 Generator Replacement Rooftop BOK Tower”**.

Proposals arriving late will be returned unopened.

2. Proposals must be delivered sealed to:

**Deputy City Clerk
City of Tulsa
175 E. 2nd St.
Suite 260
Tulsa, OK 74103**

3. All interested Respondents (Sellers) are required to register with the Buyer, in order to receive updates, addenda or any additional information required. The City is not responsible for any failure to register.
4. Inquiries to the Buyer requesting clarification regarding this CSP request or the content herein must be made via e-mail and must be received prior to the end of the business day on **November 7, 2021.**

Terry Thomas, Senior Buyer
tthomas@cityoftulsa.org

Any questions regarding this CSP request will be handled as promptly and as directly as possible. If a question requires only clarification of CSP request instructions or specifications, it will be handled via e-mail, or verbally. If any question results in material changes or additions to the CSP request, those changes or additions will be forwarded to all registered Respondents as quickly as possible by addendum.

5. Respondents shall designate a contact person, with appropriate contact information, to address any questions concerning a proposal. Respondents shall also state the name and title of individuals who will make final decisions regarding contractual commitments and have legal authority to execute a contract on the Respondent’s behalf.
6. Proposals will be opened on the morning after the due date, at 8:30am, at the:

Standards, Specifications, and Awards Committee Meeting
175 East 2nd Street, 2nd Floor
City Council Chamber

7. **Mandatory Pre-proposal Meeting:** Attending either one of the two pre-proposal meetings is required for a response to be considered for award. A site visit will follow each meeting.

The meetings will be held in room 10-104 of City Hall located at 175 E 2nd St, Tulsa Ok and are scheduled for

Wednesday, October 27, 2021, at 1:00 PM Central Standard Time
and

Wednesday, November 03, 2021, at 1:00 PM Central Standard Time

Please register with the project buyer no later than 24 hours prior to the meeting.

8. **Pre-Proposal Site Visit** - The purpose of the site visit is to acquaint the Respondents with the conditions under which the work must be performed. The City will not be responsible for additional compensation if the Respondent does not acquaint themselves with all the available conditions and information nor shall it relieve the Respondent from any responsibility for properly performing the work. The City shall not be bound by informal verbal answers provided in response to any questions asked during the site visit. All substantive questions must be asked in writing.

B. General Notifications

1. With this Competitive Sealed Proposal request, the City reserves the right to do the following:
 - a. To conduct oral or written discussions with Respondents, after proposals are received, concerning technical and Price aspects of the proposals and/or to allow Respondents to revise their proposals, including Price;
 - b. To evaluate, after proposals are received, the relative abilities of Respondents to perform, including their technical or professional experience and/or expertise;
 - c. To conduct a comparative evaluation, after proposals are received, of the differing Price, service, quality, contractual factors, technical content and/or technical and performance capability of the proposals;
 - d. To negotiate mutually agreeable terms in a contract;
2. The City of Tulsa notifies all possible Respondents that no person shall be excluded from participation in, denied any benefits of, or otherwise discriminated against in connection with the award and performance of any contract on the basis of race, religious creed, color, national origin, ancestry, physical disability, sex, age, ethnicity, or on any other basis prohibited by law.

3. All Respondents shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
4. All Respondents shall comply with the Americans with Disabilities Act (ADA) and all proposals and any subsequent contract shall include the following statement:

“Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act.”

It is understood that the program of the Respondent is not a program or activity of the City of Tulsa. The Respondent agrees that its program or activity will comply with the requirements of the ADA. Any costs of such compliance will be the responsibility of the Respondent. Under no circumstances will the Respondent conduct any activity which it deems to not be in compliance with the ADA.

5. Although it is the City’s intent to choose only the most qualified Respondents to interview, the City reserves the right to choose any number of qualified finalists for interview and/or final selection.
6. This Competitive Sealed Proposal request does not commit the City of Tulsa to pay any costs incurred in the submission of a proposal or the costs incurred in making necessary studies and designs for preparation thereof, or contract for service or supplies.

III. BACKGROUND

The City’s primary public safety radio communications system is located on the rooftop of the 667’ tall BOK/Williams building in downtown Tulsa. The radio system provides the mission critical communications for first responders and other non-public safety agencies in the Tulsa area. In the event of a power decrease, spike, or total power loss, the Powerware 9315-50 uninterruptible power supply provides the necessary redundant power to allow the Generac 80kW generator to power up and reach full capacity before transferring the load using an automatic transfer switch (ATS). Besides local control and monitoring capabilities through the generator control panel, the generator is also connected to a Motorola ACE3600 SCADA system that is capable of remotely monitoring system alarms, start or stop the generator, and transfer the electrical load.

The existing floor can support the weight of the new loading. Physical or structural improvements to the existing room will not be required.

IV. SCOPE OF WORK:

A. Respondent shall:

1. Conduct, coordinate and pay for all jurisdictional testing, inspections, and permits.

2. Provide helicopter lift with staging lot fees, multi-story fee, city permits, street closures, and supervision.
 3. Conduct site walks to collect pertinent information from the sites
 4. Complete all preparations to remove old generator from roof in advance. Majority of prep work should be completed during normal business hours (Monday thru Friday, 7:30 a.m. to 5:00 p.m.).
 - a. Disconnect fuel line at generator.
 - b. Remove diesel fuel from old generator before removing from roof
 - c. Disconnect electrical service at old generator set.
 5. Connect temporary electrical power to equipment dry transformer.
 6. Re-work 110v conduit to new ATS (battery charger & block heater)
 7. Physically remove old generator set and replace with new unit during a weekend.
 8. Provide and install replacement generator set.
 - a. Reconnect fuel line at generator
 - b. Re-work alarm conduit to new ATS.
 - c. Provide all labor and material for modifying existing and new exhaust to meet building owner's requirements
 - d. Re-connect electrical service at new generator set.
 - e. Transfer existing fuel to replacement system
 - f. Provide balance of fuel needed for 90% initial diesel fuel fill of new generator set after installation of electrical and fuel line plumbing is completed.
 - g. Provide start-up inspection and test by factory authorized service technician
 9. Remove and dispose of all debris from the work areas
- B.** All punch list and deficiencies shall be completed prior to acceptance by City of Tulsa.

V. DELIVERABLES:

The products, reports, and plans to be delivered to the City will include:

1. Remove exiting generator set, provide, and install replacement unit which will most likely require helicopter lift
2. Provide and install one (1) 150kva 480/277v three-phase surge suppressor on existing 480v panel located in radio room.
3. Remove existing Automatic Transfer Switch (ATS), provide, and install suitable replacement.
4. Two sets of manuals for the replacement equipment.

5. Deliver the transfer switch and generator removed from the BOK site to the City's Radio Shop (3411 N. Columbia).

VI. RESPONDENT AND PROPOSAL REQUIREMENTS

To be considered, interested Respondents should submit or address the following:

- A. One (1) unbound original and one (1) bound copies of the proposal plus one electronic (1) copy on CD, DVD, or USB flash drive.
- B. A description of the Respondent's qualifications and experience and that of key personnel assigned to this project (and that of each firm proposed as part of the Respondent's team). It is noted that equipment, material and staff shall be provided by the Respondent.
- C. A description of three (3) previous projects that Respondent's firm has conducted for organizations of similar size and complexity. Provide contact names and telephone numbers of references from these organizations.
 - a. The references should come from organizations that are comparable in size, complexity, and scope of work sought by this CSP.
 - b. The references should also demonstrate the Respondent's experience with providing the services being proposed.
 - c. All references should include the name, title, telephone number and e-mail address for the owner of the organization to which the services were provided.
- D. Completed, properly endorsed and notarized affidavits.
- E. At the discretion of the City, one or more Respondents may be invited to be interviewed for purposes of clarification or discussion of the proposal.
- F. Any expenses incurred by the Respondent(s) in appearing for an interview or in any way providing additional information as part of the response to this Competitive Sealed Proposal request are solely the responsibility of the Respondent. The City of Tulsa is not liable for any costs incurred by Respondents in the preparation of proposals or any work performed by the Respondent prior to the approval of an executed contract by the City of Tulsa. The City assumes no responsibility or liability for any costs you may incur in responding to this CSP request, including attending meetings or contract negotiations.
- G. Complete and submit as part of your proposal the Questionnaire – Specification from Deliverables section of this solicitation.

QUESTIONNAIRE - SPECIFICATIONS:

In Section 2 (Respondent's Proposal Column); The Respondent **shall respond to each minimum requirement** (specifications) in the space provided. The description may include details such as size, capacities, dimensions, materials used in construction, etc. A full and complete description is required to reasonably evaluate the bid, so all pertinent information is required. When referring to attached literature as a means of not fully describing items, misinterpretations by the evaluator of the bid may occur and consequently not having the bid awarded. Your ability to present the City with enough information to reasonably understand the item being bid and

whether or not it meets the specifications stated relies on the written information provided. **Failure to complete Respondent's Proposal Section 2 column may result in the bid being considered Non- Responsive and being rejected.**

The manufacturer shall warrant each piece of equipment and related parts to be of good material and workmanship and to promptly replace any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for a minimum of one (1) year from the date of delivery, unless otherwise stated. In addition, if such failures take place outside the dealer's service area, which shall be defined as Tulsa city limits, the Respondent will be responsible for reimbursing the nearest manufacturer's authorized dealer in the City of Tulsa for services rendered under this warranty.

The Respondent shall have the option to authorize the City of Tulsa to perform minor warranty replacement and repairs and then reimburse the City for its labor and parts utilized to enact the repair. The reimbursement for labor will be the same rate as that of the actual work performed.

The City of Tulsa bears no responsibility for any damages incurred during a loading or unloading occurrence. All unloading shall be the responsibility of the Respondent and/or shipping entity.

Section 1 Description	Item	Specifications (Minimum)	Section 2 Respondent's Proposal
Equipment and Location		This specification is for the purchase of new current year Generac emergency standby generator or acceptable equivalent to be installed at the following location for the City of Tulsa: BOK/Williams Building One Williams Center Tulsa, Generac 80kW Diesel, Tier 3 EPA certified for stationary emergency applications	Describe: Make: Model:
	1.	Generac 80kW Diesel Generator model SD080 Tier 3 or acceptable equivalent	Describe: 1.
	2.	277/480V three (3) phase, 60 Hz .08PF output breaker with lockout device	2.
Generator	3.	Permanent Magnet Excitation	3.
	4.	Dry type single stage cleaner	4.
	5.	UL 2200, CSA, EPA Certifications	5.
	6.	Constant voltage regulator +/- 1% with SCR suppression	6.
	7.	Thermal overload protection	7.
	8.	Direct flex disc drive	8.
	9.	12 leads	9.

Section 1 Description	Item	Specifications (Minimum)	Section 2 Respondent's Proposal
	10.	NEMA, IEEE, and ANSI standards compliance for temperature rise and motor starting	10.
	11.	Internal generator mounted circuit breaker sized at 100% rating	11.
	12.	Electronic trip main line circuit breakers with shunt trips and auxiliary contacts mounted in connection box	12.
	13.	One-step load acceptance	13.
	14.	Self-ventilated and drip proof construction	14.
	15.	Sustained short circuit current of up to 300% of the rated current for up to 10 seconds	15.
	16.	12-volt, 6-amp battery charger wired	16.
	17.	One (1) 120v wired, 1000-watt block heater	17.
	18.	Oil drain extension plumbed to base	18.
	19.	Coolant drain plumbed to base	19.
	20.	Critical grade silencer mounted inside enclosure	20.
Engine	1.	Industrial diesel engine driven 4.5L turbocharged 4 cylinder or equivalent	Describe: 1.
	2.	12 Volt battery system	2.
	3.	Spin-on or cartridge oil filter, drain extension with valve	3.
	4.	Dry type air cleaner	4.
	5.	Frequency regulation, steady state +/- .5%	5.
	6.	Primary and secondary fuel filter with water separator	6.
	7.	Rated approximately 1800 RPM	7.
	8.	Alternator, 55-amps minimum	8.
	9.	Group 31 Battery	9.
Transfer Switch and	1.	NFPA 110, Level 1 compliant	Describe: 1.

Section 1 Description	Item	Specifications (Minimum)	Section 2 Respondent's Proposal	
Controller	2.	Programmable crank limiter	2.	
	3.	7- Day programmable exerciser	3.	
	4.	Configurable inputs and output for customer specific use.		4.
		A.	6 Inputs	A.
		B.	15 Outputs	B.
	5.	Adjustable logic controls for:		5.
		A.	Engine warmup	A.
		B.	Return to utility	B.
		C.	Engine cool down	C.
	D.	Transfer of exercise	D.	
	6.	In phase-only transfer		6.
	7.	Low fuel level/pressure indication		7.
	8.	2 wire start compatible		8.
	9.	Run relay		9.
	10.	Auxiliary shutdown capable		10.
	11.	AC voltage displayed for all phases		11.
	12.	Real time clock with battery backup		12.
	13.	Battery voltage high/low		13.
	14.	Date/Time fault history (event log)		14.
	15.	Audible fault indication with visual lamps or LED's		15.
16.	Auto/Off/Manual switch		16.	
17.	Emergency stop switch		17.	
18.	Overcurrent protective device		18.	
19.	CD Display to view:		19.	
	A.	Oil Pressure	A.	
	B.	Fuel	B.	
	C.	Run time	C.	
	D.	Engine temperature	D.	
	E.	Battery Voltage	E.	

Section 1 Description	Item	Specifications (Minimum)	Section 2 Respondent's Proposal
		F. Generator AC voltage	F.
		G. AC amperage for each phase	G.
		H. Frequency	H.
		I. Engine RPM	I.
		J. Fuel level and fuel leak detector	J.
		K. Safety shutdowns to include high coolant temperature, over-crank, over-speed, oil pressure, and low coolant level.	K.
		20. Programmable auto crank	20.
		21. Software upgradable	21.
		22. 200 Amps @ 277/480 VAC, 3 phase, 60 Hz	22.
		23. 4 pole switched neutral	23.
Weather Enclosure	1.	Level 1, Weatherproof NEMA 3R Enclosure	Describe: 1.
	2.	Shall be minimum 14-guage steel, with durable 150 MPH wind rating	2.
	3.	Extreme wear UL and CSA listed powder coated finish	3.
	4.	Punched intake with baffle and punched exhaust openings	4.
	5.	Enclosure latches shall be lockable and keyed alike with draw down latches and stainless-steel hinges	5.
	6.	Formed steel base with mounting and lifting holes	6.

Section 1 Description	Item	Specifications (Minimum)	Section 2 Respondent's Proposal
	7.	Vibration mounts to isolate unit from base rail	7.
Fuel Tank	1.	Fuel tank: Diesel	Describe: 1.
	2.	Sub-base fuel tank	2.
	3.	UL 142 listed	3.
	4.	Double wall construction with secondary containment	4.
	5.	Minimum 24 hour/250-gallon capacity	5.
	6.	Normal and emergency vents (piped 5" above tank)	6.
	7.	Manual fuel fill raised 5" above tank with pad-lockable cap	7.
	8.	Engine supply and return plumbed to engine via flexible hoses	8.
	9.	Level gauge with sender wired to control panel, fuel panel level displayed on control panel	9.
	10.	Rupture basin drain	10.
	11.	Rupture basin leak alarm wired and displayed on the control panel	11.
	12.	Respondent shall include supply and return connections, fuel level gauge, fuel leak switch, fill and vent plumbing.	12.
Installation	1.	Respondent must remove existing fuel from old unit and disconnect	Describe: 1.
	2.	Use helicopter to lift out old unit and load onto Respondents' trailer	2.
	3.	Respondent to transport old unit to owner's location for offload by forklift	3.
	4.	Rig and lift new unit in place and reconnect	4.
	5.	Respondent shall fuel new unit prior to startup and after testing is complete.	5.
	6.	Remove old ATS	6.

Section 1 Description	Item	Specifications (Minimum)	Section 2 Respondent's Proposal
	7.	Install new ATS and reconnect to existing alarm and monitoring connections	7.
	8.	Provide and install one (1) 150kva 480/277v three-phase surge suppressor on existing 480v panel	8.
	9.	Perform factory authorized startup of new unit	9.
	10.	Train Radio Services technicians on operation of new equipment	10.
Manuals	1.	Two (2) hard copy of operations manual	Describe: 1.
	2.	Two (2) copies of service manual and parts manual. Electronic media (.pdf, CD, DVD, etc. is acceptable)	2.
Warranty	1.	The generator shall be covered by warranty for a period of 2 years/2000 hours of service, whichever comes first. Include material to state what is covered and what is not covered under this warranty	Describe: 1.
	2.	Vendor awarded this bid will perform annual maintenance and service on the generator during the warranty period	2.
	3.	The Respondent must have a factory authorized service and warranty repair center within 50 miles of Tulsa, OK.	3.
Field Testing	1.	Perform startup inspection as per manufacturer's recommendations-Record and supply documentation	Describe: 1.
	2.	Perform load bank test of generator at .8 power factor as follows:	
		A. 15 Minutes at 25% load	A.
		B. 15 minutes at 50% load	B.
		C. 15 minutes at 75% load	C.
		D. 15 minutes at 100% load	D.
		E. Demonstrate generator's ability to handle 100% block loading	E.
	3.	F. 1-hour at 100% load	F.
		Measure and record the following every 15 minutes:	
A. Voltage		A.	
	B. Frequency	B.	

Section 1 Description	Item	Specifications (Minimum)	Section 2 Respondent's Proposal
		C. Amperage each phase	C.
		D. Oil Pressure	D.
		E. Coolant temperature	E.
		F. Oil Temperature	F.
		G. Power factor	G.
		H. Record and supply all documentation	H.
	4.	All testing to be coordinated with I.T. Radio Service Personnel	4.
	5.	Radio Services personnel must be present during testing	5.
	6.	Respondent to supply generator with a full tank of winterized fuel along with the fuel for testing and then refill the generator to full level after testing is complete.	6.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

VII. EVALUATION OF PROPOSALS:

A panel consisting of not less than three (3) City of Tulsa employees will evaluate proposals. Selection shall be determined to be in the best interest of the City as evaluated by the City of Tulsa. The approval of the selected firm will be subject to the final determination of the City and will be contingent on the successful completion of a contract between the City and the successful Respondent.

The following evaluation criteria and points schedule will be used by the City of Tulsa's evaluation committee for the selection winning proposal. The evaluation committee will review the initial proposal responses and score them according to the criteria listed below. Depending on the total number of proposal responses to this CSP, the committee may conduct formal discussions/presentations to make a final evaluation.

Criteria Table

Description	Points Possible
Capability, Experience and Qualifications	30
Cost	30
Responses to Requirements and Questions	25
References	15
Total Points Possible	100

The City reserves the right to reject any and all proposals, or any part thereof; to accept any proposal or any part thereof; or to waive any informality when it is deemed to be in the City's best interest.

VIII. TIME FRAME FOR REVIEW:

The time frame for review of proposals is expected to be three (3) to six (6) weeks, but the City reserves the right to vary the period as necessary to meet its objectives.

IX. AWARD OF PROPOSALS:

The City evaluates proposals based on the general criteria identified in Tulsa Revised Ordinance (TRO) Title 6, Chapter 4, and listed below:

1. The ability, capacity and skill of the Respondent to perform the contract or provide the service required,
2. Whether the Respondent can perform the contract or provide the service promptly or within the time specified, without delay or interference,
3. The character, integrity, reputation, judgment, experience and efficiency of the Respondent,
4. The quality of performance by Respondent of previous contracts or services,

5. The previous and existing compliance by the Respondent with laws and ordinances relating to the contract or service,
6. The sufficiency of the financial resources and ability of the Respondent to perform the contract or provide the service,
7. The quality, availability and adaptability of the Services offered by Respondent to the particular use required,
8. The ability of the Respondent to provide future maintenance, support and service related to Respondent's offer.
9. Where an earlier delivery date would be of great benefit to the Using Department, the date and terms of delivery may be considered in the Proposal award,
10. The degree to which the Proposal submitted is complete, clear, and addresses the requirements in the CSP request specifications,
11. If a point system has been utilized in the CSP request specifications, the number of points earned by the Respondent.
12. The total cost of ownership, including the costs of supplies, materials, maintenance, and support necessary to perform the item's intended function.
13. If an evaluation committee performs the evaluation, the recommendation of such committee.

X. MISCELLANEOUS:

- A. Your response to this CSP request will be considered part of the contract, if one is awarded to you.
- B. All data included in this CSP request, as well as any attachments, are proprietary to the City of Tulsa.
- C. The use of the City of Tulsa's name in any way as a potential customer is strictly prohibited except as authorized in writing by the City of Tulsa.
- D. Your proposal must clearly indicate the name of the responding organization, including the Respondent's e-mail address and web site information, if applicable, as well as the name, address, telephone number and e-mail address of the organization's primary contact for this proposal. Your proposal must include the name, address, telephone number and e-mail address of the Respondent and/or team of Respondents assigned to the City account.
- E. The City is bound to comply with Oklahoma's Open Records Act, and information submitted with your proposal, with few exceptions, is a matter of public record. For specifics on the Oklahoma Open Records Act, see the link below:

<https://libraries.ok.gov/law-legislative-reference/library-laws/statutes-open-records/>

The City shall not be under any obligation to return any materials submitted in response to this CSP request.

The City expects to enter into a written Agreement with the chosen Respondent that will incorporate this CSP request and your proposal. In addition to any terms and conditions included in this CSP request, the City may include in the Agreement other terms and conditions as deemed necessary.

- F. Seller and its subcontractors who perform services on City premises must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts and Workers' Compensation insurance in the statutory limits required by law. Intended or current amounts should be submitted in response.
1. General Liability: Naming the City as an Additional Insured, Waiver of Subrogation, Primary and Non-Contributory
 2. Umbrella: Naming the City as an Additional Insured, Waiver of Subrogation
 3. Workers' Compensation: Waiver of Subrogation
 4. Helicopter operator should also provide – Aviation Liability: At least a \$1M limit for bodily injury and property damage also Naming the City as an Additional Insured and their insurance should state that it is "Primary and Non-Contributory with respect to the work performed.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
General Commercial – each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

Seller will have 10 days after notification of selection for contract award by City to provide proof of such coverage by providing the assigned Project Buyer, shown in the "INSTRUCTIONS FOR SUBMITTING A PROPOSAL" section of this document, with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance

requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

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 Proposal. 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 Respondent's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers, including any Trustee, and/or employee of the City of Tulsa own an interest in the Respondent'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

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 Respondents 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 Proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Proposal to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Proposal; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Respondents in restraint of freedom of competition by agreement to Propose at a fixed price or to refrain from responding,
 - 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 Respondents 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**

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**

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:

Exhibit A - Price Sheet Summary

Bidders must state the total cost of their proposal on Exhibit A.

Bidders must include a component cost and describe all goods and /or services they intend to provide to the City as part of their proposal.

The failure to include all necessary items will disqualify the proposal.

Note – Attach additional detail as necessary to define all costs associated with your provision of the services herein.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____

City of Tulsa General Contract Terms

It is anticipated that the City of Tulsa will enter into a contract with the selected Respondent for an initial term ending one (1) year from the date of its execution by the City's Mayor, with one (1) one-year renewals available at the option of the City. Contracts entered into by the City of Tulsa generally include, but are not limited to, the following terms:

1. **Renewals.** Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the 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 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.
2. **No Indemnification or Arbitration by City.** Contractor 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 Contractor harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to City for actual loss or direct damages for any claim based on a 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. City will not agree to binding arbitration of any disputes.
3. **Intellectual Property Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented, trademarked or copyright-protected appliances, products, materials or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents, trademarks or copyrights.
4. **General Liability.** Contractor shall hold City harmless from any loss, damage or claims arising from or related to the performance of the Agreement herein. Contractor must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
5. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by Contractor or Contractor's subcontractors under the scope of this Agreement.
6. **No Confidentiality.** Contractor 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 Contractor pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements there under.
7. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws. Contractor is responsible for any costs of such compliance. Contractor shall take the necessary actions to ensure its operations in performance of this contract and its employment practices are in compliance with the requirements of the Americans with Disabilities Act. Contractor certifies that it and all of its subcontractors to be used in the performance of this 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. 1313 and includes, but is not limited to, the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

8. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Contractor shall retain all records related to this Agreement for the duration of the contract term and a period of three years following completion and/or termination of the contract. 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 from 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.
9. **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.
10. **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.
11. **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, relating to the subject matter of this Agreement. This Agreement may only be modified or amended in writing and must be signed by both parties. Notwithstanding anything to the contrary herein, the City does not agree to the terms of any future agreements, revisions or modifications that may be required under this Agreement unless such terms, revisions or modifications have been reduced to writing and signed by both parties. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
12. **Equal Employment Opportunity.** Contractor shall comply with all applicable laws regarding equal employment opportunity and nondiscrimination

The undersigned agrees to the inclusion of the above provisions, among others, in any contract with the City of Tulsa.

Company Name: _____

Date: _____

Signature: _____

Name Printed: _____

Title: _____