

IFB23-426

Addendum #3 – Dated 03/14/23

Bid Item 12 - New Stone Tile Floor (TILE-1) has changed to: Granite, 12" x 12" x 3/8"; Color: Desert Gold, Polished, due to the originally specified tile product being discontinued.

Contact Kevin Dunaway with Emser Tile for pricing – 918-812-6678 cell,
kevindunaway@emser.com

Addendum #2 – Dated 03/06/23

Extended Bid Due Date to 3/15/2023

Addendum #1 – Dated 02/02/2203

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 ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES: ADDITIONAL SPECIFICATIONS

Page 17 now Page 18. Removed Hyperlink of Drawings that was missing floor plans and notes.

Added a new PDF of Drawings on page 18.

Invitation for Bid (IFB)

23-426

Supplies or Services Requested: One Technology Center (OTC)

Solar Stairwell Carpet Replacement

Department: Engineering Services

NIGP Commodity Code(s):

360-76; 910-09

Solicitation Schedule

EVENT	DATE
IFB Issue Date	01/26/2023
Pre-Bid Conference/Site Visit <i>City of Tulsa, 175 E. 2nd St. 10th floor N. Conference room Tulsa, OK 74103 – 10:00am</i>	Pre-Bid Meeting 02/14/2023 02/21/2023
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	02/27/2023 <i>9 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	03/15/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Darin Johnson | darinjohnson@cityoftulsa.org

*All questions should be emailed with **IFB 23-426** on the subject line.*

Submit Bids (sealed) to:

City of Tulsa – City Clerk's Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***

IFB Rev 11/2022

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CITY OF
Tulsa
A New Kind of Energy.

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source of supply to remove existing carpet and install new carpeting in the solar stairwell at the One Technology Center (OTC) located at 175 E. 2nd St., Tulsa, OK for the City of Tulsa (City)

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An 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. For instance, 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 City can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the City, 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.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids to procure a source to remove existing carpet and install new carpeting in the solar stairwell at the One Technology Center (OTC) located at 175 E. 2nd St., Tulsa, OK for the City of Tulsa (City)

- A. This project is to secure a source of supply to remove existing carpet and install new carpeting in the solar stairwell at OTC located at 175 E. 2nd St. Tulsa, OK for the City..
- B. The Bidder shall read and understand all bid documents and drawings prior to submitting a Bid and notify the City of Tulsa Purchasing Office prior to the deadline for Bid submittals of any questions, omissions, or conflicts.
- C. Bids shall be for a complete project, including all necessary materials, equipment, labor, taxes, fees, and other project related costs. Services includes but are not limited to the removal of existing carpet and adhesives, floor preparation, delivery and installation of new carpet, and final cleaning.
- D. Note that quantities indicated on the Bid form are net areas and do not include extra materials required for installation, waste, defects, etc. Bidder's unit cost and extended cost shall include additional materials as needed for a complete installation.
 - 1. The **BASE BID** includes replacement flooring in the North and South Elevator Lobbies and Stairs within the Solar Stairwells at the east side of the building on Floors 4 through 15. Base Bid Services also include replacement of the elevator cab carpet in the North and South Elevators (12 elevator cabs total).
 - 2. **ALTERNATE #01** includes stone tile flooring at portions of the Elevator Lobbies. Omit carpet in these areas and install specified stone tile floor, including all floor preparation, leveling, crack repair and reinforcement, and accessory items. Provide beveled edges and metal transition strips as noted on the drawings. Existing wood base to remain.
 - 3. **ALTERNATE #02** includes a crack-isolation membrane system below the stone tile.
- E. **PROJECT WORK HOURS.** The building, elevator lobbies, and elevators are occupied by both City of Tulsa staff, private tenants, and visitors during normal business hours. No services in these areas shall be done during normal business hours (6:00 a.m. to 5:30 p.m. on weekdays).
 - 1. All deliveries and services must be performed between the hours of 5:30 p.m. and 6:00 a.m. on weekdays or at any time on weekends (5:30 p.m. Friday thru 6:00 a.m. Monday).
 - 2. Elevators, Elevator Lobbies, Office Areas, and all other public areas must be clean and fully and safely accessible to the public by 6:00 a.m. each weekday. This includes removal of all trash, dust, dirt, materials, tools, and equipment by 6:00 a.m. each day.
 - 3. The stairs are not exit stairs and may be blocked part-time during the project with written permission from City of Tulsa representatives. If stairs are blocked, the Seller shall install safety barriers and signage at top and bottom landings of stair runs to prevent usage of stairs. If services on the stairs occurs during normal business hours, noise and dust must be limited.

- F. **LIMITED ELEVATOR ACCESS.** Elevators at the public lobbies (locations for new flooring) do not stop or have access at every floor.
1. The north public elevators serve Floors 1, 2, 3, 10, 11, 12, 13, 14, and 15.
 - a. The north public elevators do not have elevator access at floors 4, 5, 6, 7, 8, and 9.
 2. The south public elevators serve floors 2, 3, 4, 5, 6, 7, 8, 9, and 10.
 - a. The south elevators do not extend to floors 11, 12, 13, 14, and 15.
 3. Larger service elevators are located on the south side of the building. Access from the service elevators to areas of services are through private office spaces and is limited. Routes to areas of services at each floor vary by floor. Access through the office areas at each floor must be approved in writing by the City of Tulsa.
- G. **LIMITED STORAGE AND STAGING AREAS.** Space for storage, staging, waste materials, and services areas within the building are extremely limited. Bidders shall visit the site and the services area on each floor prior to bidding to understand the building layout and establish how they will manage the project. Bids shall include all necessary materials, equipment, labor, and time to accommodate the logistics of material deliveries, moving materials to each floor, elevator size and load limits, limited workspace at each floor, services hour restrictions, disposal of removed materials, waste hauling and dumpsters, seller parking, building security, and similar requirements and limitations of the One Technology Center building. Upon award of the Bid, the Seller shall review and agree upon the project schedule, phasing, and logistics with the City of Tulsa representative(s).

2.2 PROJECT PARTICIPANTS

The primary project participants include:

1. Project City: City of Tulsa
2. Building Management: CBRE
3. Architect: GH2 Architects, LLC
4. Seller: The Awarded Bidder for this project and all of the bidder's subcontractors and material suppliers ("Seller").

- A Participant representatives and contact information will be provided to the awarded bidder.

2.3 GENERAL BID REQUIREMENTS

- A. Pricing for each Bid item on Exhibit A (Bid Form) shall be complete and include all direct and indirect costs to a provide and install new flooring as indicated in the specifications and drawings. Reference the City of Tulsa Invitation for Bid for additional bidding requirements. Bid pricing shall include, but is not limited to the following:
1. Insurance, overhead, profit, permit fees, taxes, and all other similar project costs.
 2. Project scheduling and coordination including attendance at meetings.
 3. After hours services and overtime hours as needed to complete the project.
 4. Prior to ordering materials, Seller shall field measure and verify existing conditions. Notify City and Architect of any quantity discrepancies between the Bid quantities and the net field measurements for each material.
 5. Preparation of product submittals and shop drawings.
 6. Security badging of all workers.
 7. Seller parking.
 8. Ordering and delivery of all materials.
 9. Protection of the existing building surfaces and finishes throughout construction. This includes protection of the existing wood base, painted steel stair stringers, glazed guardrails and handrails, storefront framing and glazing, gates, access control devices, elevator finishes, soffits, light fixtures, and all other building elements.

10. Furnish safety barriers, and temporary signage during services as needed to maintain safe services areas for servicers and the public. Prevent tools, trash, and dust from falling from upper levels.
11. Delivery logistics of materials and equipment to each building floor.
12. Off-site storage and staging areas.
13. Coordination of the removal and reinstallation of existing benches at Elevator Lobbies. City of Tulsa staff will remove and reinstall benches at stair landings to accommodate flooring installation. The Seller shall coordinate removal and reinstallation schedule with City representatives.
14. Removal of existing floor materials and off-site disposal including trash dumpsters as needed. City trash cans and dumpsters shall not be used for construction waste.
15. Floor preparation including removal of adhesives, minor crack filling, minor grinding, cleaning, and other preparation to meet flooring manufacturer's installation requirements.
16. The Seller shall include use of electric powered, mechanical floor scrapers as part of the Base Bid as needed.
17. Dust control throughout the course of services.
18. Installation of new flooring materials, adhesives, and accessories.
19. Progress cleaning and final cleaning.
20. Punch list inspections.
21. Correction of the services and repair of damages to existing construction.
22. Delivery of attic stock materials to location as directed by City.
23. Supplying warranties, lien releases, and close out documents.

2.4 **UNIT PRICES**

- A. Unit Prices are included on the Bid form for three items:
 1. Unforeseen floor preparation
 2. Unforeseen repairs of stair treads
 3. Crack-Isolation Membrane System (as part of Alternate #01).
- B. The UNIT PRICE is an amount incorporated into the Agreement, applicable during the duration of the Services as a price per unit of measurement for materials, equipment, or Services, or a portion of the Services, added to or deducted from the contract sum by appropriate modification, if the Scope of Services or estimated quantities of Services required by the Agreement are increased or decreased.
- C. Unit prices include all necessary materials, delivery, equipment, labor, taxes, overhead, profit and all other associated costs for a complete installation of the unit Services.
- D. The Seller shall calculate the Units necessary for unforeseen services and provide a cost for the City's review. The City reserves the right to reject seller's measurement of services-in-place that involves use of established unit prices and to have this services measured, at City's expense, by an independent surveyor acceptable to Seller.

E. **UNIT PRICE LINE ITEMS**

1. UNFORESEEN FLOOR PREPARATION
 - a. NORMAL FLOOR PREPARATION shall be included in the BASE BID. Normal floor preparation for this project includes removal of all existing flooring materials, adhesives, and other coatings within the project area which would prevent new materials from adhering. It is anticipated that electric powered mechanical floor scrapers will need to be

utilized for this project. Normal floor prep shall include scraping surfaces to provide a smooth surface with no ridges, high spots, or residue. Normal floor prep shall also include minor patching of the substrate to even out dips, depressions, or minor ridges using appropriate products recommended by the floor and adhesive manufacturers. This shall include filling of cracks less than 1/8" wide, void and divots less than 1" in diameter.

- b. UNFORESEEN FLOOR PREPARATION for this project would include extensive grinding and/or leveling of large areas of the existing subfloor. Unforeseen floor prep would also include patching cracks larger than 1/8" wide, filling full depth holes in the slab, repairs of delaminated concrete substrates, and similar unknown conditions. Use of this budget must be approved by the City prior to the repair services. The seller shall submit a description, quantity, and cost of the services needed. Allow seven (7) days for City's review prior to approval.

2. UNFORESEEN STAIR TREAD REPAIR

- a. EXISTING STAIR TREAD CARPET. The existing carpet has been installed on stair treads, risers, and landings using contact cement adhesives. The BASE BID shall include all labor, tools, and materials to fully remove the carpet and contact cement in preparation for new carpet installation. A normal level of care shall be taken to avoid damage to existing stair treads, risers, stringers, and adjacent surfaces.
- b. UNFORESEEN STAIR TREAD REPAIR UNIT COST for this project would include repairs of damage to the concrete stair treads resulting from removal of the carpet. The unit cost shall include all labor, equipment, and materials to patch the concrete including bonding agents, patching compounds, etc. All repairs shall use Ardex products or equivalent materials recommended in writing by the flooring and adhesive manufacturer.

3. CRACK-ISOLATION MEMBRANE SYSTEM (Part of ALTERNATE #01)

- a. CRACK-ISOLATION Membrane System Unit cost for this project may be required. Provide unit cost for crack-isolation membrane as recommended by the tile manufacturer and the Tile Council of North America (TCNA). Isolation membrane to be sheet-applied or liquid-applied as manufactured by Mapei, Sika, Polyguard, Laticrete, or equivalent. The unit price shall include all materials, equipment, and labor to install a complete system ready for tile installation.

2.5 ALTERNATES

A. Two (2) ALTERNATES are included with this project:

- 1. **BASE BID** includes all new carpet replacement in the Elevator Lobbies, Stairs, Stair Landings, and Elevator Cabs.
- 2. **ALTERNATE #01 – TILE FLOORING** includes installation of stone tile flooring in the North and South Elevator Lobbies at floors 4 thru 15. Reference Drawings for extent of new tile. For the alternate, where tile is indicated, omit carpet materials and installation.
 - a. Pricing for the alternate shall be complete and include all necessary materials, equipment, and labor for a finished installation including but not limited to setting

materials, grout, tile, cleaning, etc. Work shall include grinding a beveled edge on tile abutting elevator door sills. Work shall also include beveled metal transition strips at material changes.

b. Cutting of tile shall be done in a location and using means to limit noise and dust.

3. **ALTERNATE #02 – CRACK-ISOLATION MEMBRANE SYSTEM** includes furnishing and installation of a sheet-applied crack isolation membrane below the stone tile flooring in the North and South Elevator Lobbies at floors 4 thru 15. Reference Drawings for extent of new tile.

a. Pricing for the alternate shall be complete and include all necessary materials, equipment, and labor for a finished installation in accordance with the manufacturer's written instructions.

2.6 PHOTOGRAPHS

A. Pre-Construction Photos: The Seller shall photograph existing conditions at each services area. Clearly document the condition of surrounding surfaces and provide written documentation to the City and Architect of any pre-existing damages within areas of services.

B. Progress Photos: The Seller shall photograph progress of new services including sub-floor conditions and new flooring installation. Notify City and Architect immediately of any issues encountered during new services.

2.7 SUBMITTALS

A. The Seller shall incorporate time in the Bid and project schedule for preparation and the review process for submittals.

B. Product data and shop drawings may be submitted electronically, or printed copies may be delivered to the Architect's office.

C. Unless otherwise noted, submit the following number of submittals for each product:

- | | |
|--|---|
| 1. Electronic submittals via email: 1 copy (printed copies not required) | |
| 2. Product data: | 3 printed copies (or 1 electronic copy via email) |
| 3. Samples: | 6 samples of each product |
| 4. Shop Drawings | 3 printed copies (or 1 electronic copy via email) |

D. Physical samples are mandatory for material samples and products requiring color reviews and selections. Deliver samples to the Architect's office. Electronic submittal of color charts, samples, and similar information for the purposes of selecting and confirming colors is not allowed.

E. The Seller shall submit the information below to the Architect for review. Allow seven (7) days for the Architect to review and return the submittal. Additional time will be required for resubmittal of products that do not comply with the project specifications.

1. **PRODUCT DATA** – The Seller shall provide manufacturer's product data for each product to be used on the project, including flooring materials, adhesives, and accessories. Product data shall include technical specifications, installation instructions and recommendations, and warranty information.

- a. Where the product data includes multiple options, the Seller shall highlight the specific options for this project.
2. SAMPLES – The Seller shall provide six (6) samples of each carpet, floor material, and accessory item for review.
3. SHOP DRAWINGS - The Seller shall provide shop drawings identifying materials in each area, direction of patterns where applicable, and locations of accessory items. Shop drawings may be electronic (PDF file format) or printed. Printed copies shall be 11” x 17” minimum size or larger as needed to be legible.
 - a. The Architect can provide AutoCAD drawing files or PDF files for the Seller’s use; however, the Seller is responsible for the field verification of actual conditions, building geometry, dimensions, and material quantities.

2.8 SCHEDULE OF WORK AND PHASING

- A. The Seller shall submit a project schedule for review with the City of Tulsa and Architect. The Seller shall provide schedule updates on Monday of each week indicating the current progress and outlining upcoming services for the next two weeks. Schedules shall provide a logical and reasonable progression of work from the 15th floor to the 4th floor. The schedule shall identify areas of services by Floor Level and Room Name as indicated on the Drawings.
 1. The project schedule shall include time for field verification of quantities, submittal reviews, product deliveries, flooring removal, floor prep, installation, cleanup, inspections, and corrections to the services.
- B. All Services shall be performed after normal business hours (6:00 a.m. to 5:30 p.m. on weekdays).
- C. Project Services in the building shall be scheduled from 5:30 p.m. to 6:00 a.m. during the week and at any time during the weekends. Project services hours shall include time for staging and end-of-day cleanup.
- D. Specific services days and hours shall be scheduled with the City’s representative. The Seller shall immediately notify the City of Tulsa representatives and Architect of any delays or conditions affecting the schedule.
- E. The City has the right to postpone services at any time. The City shall permit the Seller to revise the schedule when services is postponed at the direction of the City. These schedule adjustments shall be reviewed and agreed upon by the Seller and the City.
- F. All necessary materials shall be submitted, reviewed, approved, ordered, and received prior to beginning removal of existing flooring.
- G. The project intent is for services to begin services on the 15th Floor with work progressing down, floor-by-floor, to the 4th Floor. The Seller may propose an alternative schedule or project phasing for consideration by the City if it benefits the project.
- H. Work at each elevator lobby and elevator cab by 6:00 a.m. each workday. Areas shall be left in a clean condition and safely accessible by the public by 6:00 a.m. Services at stairs and intermediate landings do not need to be complete each day, but if not complete, approved barriers and signage shall be installed preventing public access to the stairs.

1. Floor patching compounds and similar coatings must be fully cured and smooth before 6:00 a.m. All excess materials, tools, equipment, and workers have been removed, and floors swept clean.
2. Floor protection mats shall be used where needed to prevent dust and dirt from being tracked into adjacent areas.
3. Provide safety barriers and signs informing visitors of ongoing services.
4. Flooring operations shall proceed in a logical and orderly manner per the approved schedule until all work is complete.

2.9 DELIVERY AND INSTALLATION

- A. The Seller is responsible for all services and project coordination, including, but not limited, to the following:
1. Submittal of all product data submittals, product samples, and shop drawings within 30 calendar days of the notice to proceed.
 2. Field verification of existing conditions and material quantities.
 3. Layout and installation from finished existing walls.
 4. Provide all material delivery, handling, transport, and hoisting for the scope of these services.
 5. Delivery and Staging Limitations: On-site space for deliveries, storage, staging, and services areas are extremely limited. It is strongly recommended that the Seller pre-stage and coordinate material deliveries and services in a manner to allow for it to be delivered and placed near its final location to minimize on site handling. Material quantities delivered to the site shall be coordinated with anticipated daily services.
 6. Seller shall coordinate all material deliveries and installations with the appointed City of Tulsa representative. The Seller shall be present on-site to receive all deliveries of materials for this project. The City of Tulsa will not accept or be responsible for any deliveries.
 7. Include all mobilization and remobilization operations required to complete the project.
 8. Project Security:
 - a. All Sellers working in the building shall obtain a City of Tulsa security badge prior to start of services. Badges shall be always worn and visible while in the building.
 - b. Comply with all City of Tulsa security requirements including background checks, badging applications, and rules and ordinances within the building. Coordinate schedule of background checks and badging with the City of Tulsa staff.
 - c. The Seller shall supply an emergency contact list to the City representatives. Include contact names and 24-hour phone numbers for project managers and field supervisors.
 9. Smoking, tobacco, alcohol, and illegal drugs and substances are not allowed within the building and adjacent site at any time.
 - a. Smoking is allowed in designated areas outside the building only.
 10. The Seller shall maintain safe services areas at all times. The Seller shall provide all necessary barriers and signs to protect the public and servicers, and to comply with all applicable requirements including but not limited to OSHA. Temporary signs, barriers, and similar devices shall be manufactured for its specific use, be in good condition, legible, and neatly installed. Signs shall be printed (no handwritten signs) and secured in a manner that does not cause damage to surfaces. Remove barriers and signs when no longer needed.
 11. The Seller shall be responsible for all trash removal and handling from the project site. All waste shall be disposed of off-site in a legal manner.
 - a. Use of City's on-site trash containers is not allowed.
 12. Provide temporary edge protection at stairs, landings, and elevated areas as needed to prevent tools, equipment, debris, trash, and dust from falling to levels below.

13. The Seller shall maintain clean and safe servicing conditions for the duration of the project. Remove all excess materials and trash during the course of services and at the end of each workday, including but not limited to tools, equipment, materials, waste, and trash.
14. The Seller shall use vacuums and / or exhaust fans with HEPA filters, and similar equipment as needed to control dust during services.
15. Streets, curbs, drives, and parking areas shall be kept clean of debris and trash related to the project services.
16. If after 24 hours' notice the 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.
17. The Seller shall furnish and install protection for adjacent surfaces, including but not limited to, paving and curbs, doors and door frames, floors, walls, elevators, wood and rubber base, ceilings, guardrails, storefront, glass, painted surfaces, and other similar existing finishes.
18. Use equipment with non-marking rubber wheels and/or install floor protection to prevent damage and marring of existing floor finishes. The Seller shall repair any damage caused by the services of Seller at no additional cost to the City. Repairs shall be done in a manner to match the existing adjacent materials and finishes.
19. The Seller shall manage the project and coordinate material deliveries, services, equipment, and storage to avoid exceeding structural loads on slabs, stairs, and elevators.
20. The Seller shall allow all materials to acclimate to the environmental conditions of the installation area as required by the manufacturer's instructions and recommendations.
21. As existing floor materials are removed, the Seller shall immediately notify the City representative and Architect of any subfloor conditions that are detrimental to the installation of new flooring and/or affect the project schedule. The Seller shall follow up in writing and photographs.
22. The Seller shall not proceed with new services until all unsatisfactory conditions have been corrected and are in compliance with the project specifications, floor manufacturer's requirements and adhesive requirements.
23. If Seller begins services without written notification to the City of unsatisfactory conditions, it shall be construed as an acceptance of existing conditions by the Seller. The Seller will be responsible for all costs required to correct unsatisfactory substrate conditions at no additional cost to the City.
24. Use of the Unforeseen Floor Prep Unit Costs to correct unsatisfactory conditions shall be used only upon written approval from the City of Tulsa representative.

2.10 SUBMITTALS FOLLOWING EXECUTION OF AN AGREEMENT

A. The Seller shall provide:

1. Product Data: Provide data for each specified product, describing physical and performance characteristics; sizes, patterns, colors available, and method of installation.
2. Material Samples:
 - a. BASE BID: Submit four (4) full-size (24" x 24" minimum) samples of each specified carpet (broadloom and tiles) illustrating color and pattern design for each carpet color selected.
 - b. ALTERNATE #01: Submit four stone tiles illustrating color and pattern.
 - c. ALTERNATE #01: Submit full range of grout samples for initial selection.
 - d. Transition Strips: One of each type and profile.
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.

- a. Extra Carpet Tiles: For carpet types CPT-1, CPT-2, and CPT-3, provide 16 square yards of each type, color and pattern installed. Extra materials shall be in original packaging with labels.
- b. ALTERNATE #01: For stone tile TILE-1, provide 24 square feet. Extra materials shall be in original packaging with labels.

2.11 QUALITY ASSURANCE

- A. Installer Qualifications: Bidder specializing in installing carpet and the specified floor materials with minimum three years documented experience.
- B. Install all materials and products in accordance with each manufacturer's written instructions and recommendations.
- C. Store materials in area of installation for a minimum of 24 hours prior to installation or as needed to be fully acclimated to the building conditions.
- D. The Contractor (Installer) shall provide a one-year installation warranty from the date of Substantial Completion. The installation shall cover any failure caused as a result of incorrect installation or floor preparation.
- E. Provide manufacturer warranties for each flooring product.

2.12 WARRANTY

- A. Special Warranty for Carpet: Manufacturer agrees to repair or replace components of carpet installation that fail in materials or workmanship within specified warranty period.
 1. Warranty does not include deterioration or failure of carpet due to unusual traffic, failure of substrate, vandalism, or abuse.
 2. Failures include, but are not limited to, the following:
 - a. More than 10 percent loss of face fiber, edge raveling, snags, and runs.
 - b. Surface wear
 - c. Loss of tuft bind strength.
 - d. Excess static discharge.
 - e. Delamination.
 3. Warranty Period: 15 years from date of Substantial Completion.

2.13 PRODUCTS

A. MANUFACTURERS

1. Tile Carpeting:
 - a. Bentley Mills, Inc.: www.bentleymills.com or acceptable equivalent.
2. Broadloom Carpeting:
 - a. Bentley Mills, Inc.: www.bentleymills.com or acceptable equivalent.
3. Stone Floor Tile:
 - a. Interceramic, www.interceramicusa.com or acceptable equivalent.

B. MATERIALS

1. CARPET TILE CPT-1 (Carpet Tile at Elevator Lobbies)
 - a. Manufacturer: Bentley.
 - b. Color: Almanac #801522.
 - c. Pattern: Redacted #8RF23.
 - d. Construction: Tufted Textured Loop
 - e. Fiber Type: Bentley Premium Type 66 Nylon
 - f. Dye Method: Solution Dyed
 - g. Backing and Size: NexStep Cushion 24in x 24in
 - h. Total Weight: 100 oz/yd-3390.6 g/m
 - i. Pile Density: 6775 oz/yd
 - j. Pile Height: 0.15 in
 - k. Stitches: 10/in.
 - l. Gage: 1/10".
 - m. Size: 24 by 24 inches. Ashlar Install.

2. CARPET TILE CPT-2 (Broadloom Carpet at Stairs and Stair Landings)
 - a. Manufacturer: Bentley.
 - b. Color: Almanac #801522.
 - c. Pattern: Redacted #8RF23.
 - d. Construction: Tufted Textured Loop
 - e. Fiber Type: Bentley Premium Type 66 Nylon
 - f. Dye Method: Solution Dyed
 - g. Backing and Size: High Performance Broadloom 12ft 6in
 - h. Total Weight: 58 oz/yd-1966.5g/m
 - i. Pile Density: 6775 oz/yd
 - j. Pile Height: 0.15 in
 - k. Stitches: 10/in.
 - l. Gage: 1/10".
 - m. Size: 12ft 6in Broadloom

3. CARPET TILE CPT-3 (Carpet Tile at Elevator Cabs)
 - a. Manufacturer: Bentley Mills.
 - b. Color: Alter #400049.
 - c. Pattern: Shapeshifter II #6ASET4.
 - d. Construction: Tufted Textured Loop
 - e. Fiber Type: Bentley Premium Type 66 Nylon
 - f. Dye Method: Solution Dyed
 - g. Backing and Size: NexStep Cushion 24in x 24in
 - h. Total Weight: 92 oz/yd-3119.3 g/m
 - i. Pile Density: 5564 oz/yd
 - j. Pile Height: 0.198 in
 - k. Stitches: 10.7/in.
 - l. Gage: 1/12".
 - m. Size: 24 by 24 inches. Monolithic Install

4. STONE TILE TILE-1 (ALTERNATE #01)
 - a. Manufacturer: Interceramic
 - b. Color: Verde Florence Polished Granite Tile complying with ASTM C615/C615M.

- c. Product: GRNVERFLO1212P
 - d. Finish: Polished.
 - e. Edges: Square.
 - f. Modular Size: 12 by 12 inches.
 - g. Nominal Thickness: 3/8 inch.
 - h. Joint width: 1/16 inch.
 - i. Provide flexible joint sealants where tile abuts elevator sills.
5. TRANSITION STRIPS TS.1 (for use at tenant doors as part of ALTERNATE #01)
- a. Manufacturer: Schluter
 - b. Product: ADA compliant RENO-TK, RENO-U, or RENO-V as needed by flooring conditions. Review profiles with Architect prior to ordering.
 - c. Dimensions: 3/8" or as required to match installation thickness of tile.
 - d. Material: Brushed Stainless Steel
 - e. Size: TBD- Coordinate with flooring conditions.
6. TRANSITION STRIPS TS.2 (for use at Stairs at part of ALTERNATE #01)
- a. Manufacturer: Schluter
 - b. Product: ADA compliant RENO-TK, RENO-U, or RENO-V as needed by flooring conditions. Review profiles with Architect prior to ordering.
 - c. Dimensions: 3/8" or as required to match installation thickness of tile.
 - d. Material: Brushed Stainless Steel
 - e. Size: TBD- Coordinate with flooring conditions.
7. TRANSITION STRIPS TS.3 (for use at raw edge at end of railing-See photo)
- a. Manufacturer: Roppe
 - b. Product: Profile/Transition #169 Carpet to concrete
 - c. Material: Rubber
 - d. Color: TBD- Select by City

2.14 **ACCESSORIES**

- A. Trowelable Leveling and Patching Compounds: Latex-modified, hydraulic-cement-based formulation provided or recommended by carpet tile manufacturer.
- B. Adhesives: All adhesives shall be recommended and approved in writing by the flooring manufacturer to be compatible with materials being adhered and the substrate.
 - 1. At broadloom carpet on stair treads, stair risers, and landings, use high-performance contact cement adhesive approved by the carpet manufacturer.
- C. Adhesive Primers: If necessary, use primers as recommended by the adhesive manufacturer to prepare the floor substrate for the adhesive.
- D. Crack-Isolation Membrane System (ALTERNATE #02): If necessary, install a self-adhered, sheet-applied crack isolation membrane Schluter KERDI or approved equal. Install membrane system in accordance with the manufacturer's written instructions and recommendations.
- E. Setting Mortar: Improved Mortified Dry-Set Mortar (Thinset) ANSI A118.15 or as recommended by tile manufacturer.

- F. Mortar Bond-Promoting Primer: For Alternate #01, where stone tile is installed on stair risers, install a multi-purpose, bond-promoting primer (Mapei Eco Prim Grip) prior to installing thinset mortar.
- G. Tile Grout: High-Performance Tile Grout ANSI A118.7 or as recommended by the tile manufacturer.
 - 1. Grout color to be selected from manufacturer's full range of standard colors. Submit physical samples for selection.

2.15 EXECUTION

- A. Before proceeding with each component of the work, the contractor shall examine substrates, areas, and conditions for compliance with the installation tolerances. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates the contractor's acceptance of surfaces and conditions.
- B. Seller shall:
 - 1. Verify that sub-floor surfaces are smooth, flat, and within tolerances specified for the materials to be installed.
 - 2. Verify that floor surfaces are clean and free of adhesives, dirt, dust, and other substances that may prevent bonding of adhesives to the sub-floor prior to installing new materials.
 - 3. Conduct RH (relative humidity), pH (potential hydrogen), and other tests as recommended by the flooring and adhesive manufacturers. Tests shall be conducted in accordance with ASTM F710 and ASTM 2170. Provide copies of test results to the City, Architect, and material suppliers. Notify the City and Architect of any test results that are out of compliance with the manufacturer's requirements. If test results are out of compliance, the Seller shall provide recommendations and costs to bring the sub-floor within manufacturer's requirements.
 - 4. Protect existing surfaces, equipment, furniture, and other building items from damage throughout the project. Protect new, in-place services from damage. The Seller is responsible for any damage caused as a result of project services. Damages shall be repaired to match existing adjacent surfaces at no additional cost to the contract.
 - 5. Provide and install traffic control signage and barriers to inform and prevent pedestrians from entering services areas.
 - 6. Take field measurements as required to fit the new services properly.
 - 7. Utilize an experienced installer to lay out the services using accepted layout practices.
 - 8. Layout services to align with and be square with existing building walls and adjacent components.
 - 9. Install all materials in accordance with the manufacturer's written instructions and recommendations.
 - 10. Install all materials with tight, uniform, and neatly constructed joints.

2.16 PREPARATION

- A. Seller shall:
 - 1. Remove all existing flooring materials, adhesives, contaminates, curing compounds, dust, and debris within the areas of services.
 - a. It is anticipated that electric powered mechanical floor scrappers will be utilized during flooring removal.
 - 2. Prepare floor substrates in accordance with the flooring and adhesive manufacturers written instructions and specifications.
 - 3. Remove all loose or cracking floor leveling materials.
 - 4. Fill all minor cracks, floor joints, holes, and other defects in the sub-floor.
 - 5. Fill low spots and remove ridges and bumps to provide a flat surface varying less than 1/8" across four feet (or less if required by the flooring manufacturer).

6. Sweep and vacuum clean the substrate.

2.17 CARPET TILE INSTALLATION

- A. Note that starting installation constitutes the Seller's acceptance of sub-floor conditions.
- B. Seller shall:
 1. Employ skilled servicers to install carpet and accessories in accordance with the manufacturer's written instructions, specifications, and recommendations and the CRI (Carpet and Rug Institute) CRI 104 Carpet Installation Guidelines.
 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.

2.18 BROADLOOM CARPET INSTALLATION

- A. Note that starting installation constitutes the Seller's acceptance of sub-floor conditions.
- B. Seller shall:
 1. Employ skilled servicers to install carpet and accessories in accordance with the manufacturer's written instructions, specifications, and recommendations and the CRI (Carpet and Rug Institute) CRI 104 Carpet Installation Guidelines.
 2. Cut carpet clean. Fit carpet tight to intersection with vertical surfaces without gaps.
 3. Lay carpet in specified direction, set parallel to building lines.
 4. Locate change of color or pattern between rooms under door centerline.
 5. Fully adhere carpet to substrate.
 6. Trim carpet neatly at walls and around interruptions.

2.19 STONE TILE INSTALLATION

- A. Note that starting installation constitutes the Seller's acceptance of sub-floor conditions.
- B. Review existing conditions with City and Architect. If approved, install Alternate #02 Crack-Isolation Membrane prior to installing stone floor tile.
- C. Seller shall:
 1. Employ skilled servicers to install floor tile and accessories in accordance with the manufacturer's written instructions, specifications, and recommendations and in accordance with the Tile Council of North America Handbook for Ceramic, Glass, and Stone Tile Installation (latest edition).
 2. Do not extend tile over floor control joints and expansion joints. Following removal of existing flooring, review locations of existing slab control and expansion joints with City and Architect. At joints, install metal edge
 3. Blend tile from different cartons to ensure minimal variation in color match.
 4. Cut tile to provide clean, uniform edges.
 5. Grind edges at elevator cab doors to provide uniform bevel as indicated on the drawings.
 6. Lay tile with straight joints, aligned with existing building lines.
 7. All grout joints to be uniform and square.

8. Fully adhere tiles to substrate.
9. Seal grout joints in accordance with manufacturer's instructions.

2.20 PROGRESS CLEANING AND FINAL CLEANING

- A. Seller shall:
1. At the end of each workday, leave area clean and accessible to the public.
 - a. Remove all materials, tools, and equipment to locations acceptable to the City.
 2. Install adhesive walk mats as needed to prevent dust and dirt from being tracked into elevators and adjacent tenant spaces.
 3. Vacuum, dust, and/or wipe clean floor, wall, stair stringers, guardrails, and similar surfaces adjacent to the area of services to remove any dust caused by flooring services.
 4. Remove excess floor adhesive without damage to the floor, base, and wall surfaces. Use cleaning agents approved for use by the flooring manufacturer.
 5. Clean and vacuum carpet surfaces.
 6. Clean and mop tile surfaces.
 7. Clean flooring in accordance with the manufacturer's instructions using approved products.

2.21 PUNCHLIST AND CORRECTIONS TO WORK

- A. Upon completion of the services, the Seller shall:
1. Schedule a punch list walk-through with the City and Architect.
 2. The City and Architect will identify items not in compliance with the specifications and/or installation standards. Architect will issue a written punch list.
 3. Seller shall correct all deficiencies noted during the walk-through and in the Architects written punch list within 30-days of the initial inspection date.
 4. Notify the City and Architect will deficiencies have been corrected and schedule a final inspection.

2.22 PROJECT CLOSE-OUT

- A. Prior to or upon completion of the services, the Seller shall provide the following items within 30-days of project completion:
1. Deliver attic stock to a location within the building as identified by the City.
 - a. Attic stock shall be in original product boxes or protective wrapping.
 - b. Attic stock shall be neatly stacked.
 - c. Seller shall provide a written list of attic stock materials to the City with Manufacturer Name, Product Number, Color, Pattern, size, and quantity of each.
 2. Obtain lien releases from all Sellers, material suppliers, vendors, and others under contract.
 - a. Provide copies of all lien releases to the Owner and Architect.
 3. Provide maintenance and cleaning instructions to the City
 - a. Two (2) printed copies
 - b. Two (2) digital (USB thumb drive) copies.
 4. Provide two (2) copies of each warranty to the City, including:
 - a. Installation Warranty for each Seller.
 - b. Manufacturer Warranty for each material specified for use.

SEE BELOW PDF FOR DRAWINGS



COT SP22-11 OTC
Solar Stairwell Carpo

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III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email Jina Djahedian at purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

Attendance Requirement

- ☒ Attendance (in-person) at one of the 2 Pre-Bid Conferences is required to submit a Bid.
☐ Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

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

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IV. BID EVALUATION AND AWARD

1. **Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

3. **Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid 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. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING

1. **Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

2. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

3. **Insurance:**

Yes: ☒

No: ☐

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
Commercial Auto Liability	\$ 1,000,000.00
	\$

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. 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

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. **Bonding:**

Yes: ☐ No: ☒

5. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:

Yes: ☐ No: ☒

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

Yes: ☐ No: ☒ If yes, number of references required: ____

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____

EXHIBIT A – DELIVERY AND PRICING

Bidder's Legal Name: _____
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

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

Pricing:

Item	Description	Estimated Annual QTY	UNIT	Unit Cost	Extended Cost
1.	Removal and off-site disposal of existing carpet at Elevator Lobby areas and Stair Landings.	13,650	SF	\$	\$
2.	Removal and off-site disposal of existing carpet at Stairs Treads (586) / Risers (630)	586	Treads	\$	\$
3.	Removal and off-site disposal of existing carpet at Elevators (12 elevators)	550	SF	\$	\$
4.	New carpet at Elevator Lobby Areas (CPT-1): Bentley Mills; 24" x 24" Carpet Tiles; Redacted 8RF23, Color: Almanac 801522. Includes 16 SY of attic stock, cleaning, adhesive removal and minor floor prep.	1,315	SY	\$	\$
5.	New carpet at Stairs and Landings (CPT-2): Bentley Mills; Broadloom; Redacted 8RF23, Color: Almanac 801522. Includes 16 SY of attic stock, cleaning, adhesive removal and minor floor prep at stair treads, risers and landings.	675	SY	\$	\$
6.	New carpet at Elevator Cabs (CPT-3): Bentley Mills; 24" x 24" Carpet Tiles; Shapeshifter II 6ASET4, Color: Alter 400049. Includes 16 SY of attic stock, cleaning, adhesive removal and minor floor prep at elevator cabs.	80	SY	\$	\$

7.	Transition strips (TS.3). Roppe #169 glue-down rubber reducer strip. Color to be selected.	30	LF	\$	\$
8.	Unit Cost: Unforeseen Floor Repairs	100	SF	\$	\$
9.	Unit Cost: Unforeseen Repairs at Stair Treads	1	Tread	\$	\$
10.	Carpet and Transition Strips installation labor	1	Each	\$	\$
	TOTAL BASE BID (Items 1 through 10)			\$	\$

ALTERNATE #01 BID ITEMS – STONE TILE FLOOR

11.	Omit CPT-1 at Elevator Lobbies (Line Item #4)	(1,315)	SY	\$	\$
12.	Granite, 12" x 12" x 3/8"; Color: Desert Gold, Polished. Includes 24 SF of attic stock, cleaning, adhesive removal and minor floor prep for stone tile flooring	13,150	SF	\$	\$
13.	Ardex Feather Finish cement-based underlayment, tapered at 1% (1:100) maximum from stair nosing to edge of tile to provide flush finish floor condition. Average thickness of 1/4"	615	SF	\$	\$
14.	Transition strips (TS.1), Schluter Brushed Stainless Steel transition RENO-TK or equivalent	140	LF	\$	\$
15.	Transition strips (TS.2), Schluter Brushed Stainless Steel transition SCHIENE or equivalent	175	LF	\$	\$
16.	Tile and Transition Strips installation labor	1	Each	\$	\$
	TOTAL ALTERNATE #01 BID (Items 11 through 16)				\$

ALTERNATE #02 BID ITEMS – CRACK-ISOLATION MEMBRANE

17.	Crack-isolation membrane system at Stone Tile (TILE-1), only if Alt #01				
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Sales Contact:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: _____

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

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 proposal 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 respond 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 Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business which is less than a controlling interest, either direct or indirect.

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

By: _____
Signature
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

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

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

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

WITNESSETH:

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

IFB23-426 One Technology Center (OTC) Solar Stairwell Carpet Replacement (the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies 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.

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4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **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. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, 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

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies 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.).
16. **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 this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply 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 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. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
18. **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 City terminates this Agreement, City shall be liable only for payment for Supplies 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.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.
20. **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. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller 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, Seller shall maintain the records 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.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:	To CITY:	Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form. City Clerk CITY OF TULSA, OKLAHOMA 175 E. 2 nd Street, Suite 260 Tulsa, Oklahoma 74103
	With a copy to:	Tulsa Purchasing Division 175 E. 2 nd Street, 15 th Floor Tulsa, OK 74103
23. **Relationship of Parties.** The Seller is and shall always remain 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 will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment

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of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will 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.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **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.
29. **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.
30. **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.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The 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 Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 34.1. 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;
 - 34.2. 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;
 - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

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- 34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
36. **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.

IMPORTANT NOTE: This document must be signed by Authorized Agent. 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: _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____

Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder's Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	2-23	
EXHIBIT A: Delivery and Pricing	24-27	
Specifications	4-18	
References (if applicable)	N/A	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	28	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	29-33	

PACKING LABEL

FROM: [Name]

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa - City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# IFB23-426

BID DESCRIPTION: OTC Solar Stairwell Carpet Replacement

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.