



**Invitation For Bid 17-930
Stainless Steel Spreaders
Streets & Stormwater Department
Issued: May 4, 2017**

**City of Tulsa,
Oklahoma**
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # IFB 17-930

DESCRIPTION: Stainless Steel Spreaders

(Commodity Code(s): 765-66)

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

City of Tulsa-Purchasing Division
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, May 24, 2017, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

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

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

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

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

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



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SUMMARY SHEET

Project Buyer

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

Patricia Cummings, CPPB
pcummings@cityoftulsa.org

Include **IFB 17-930** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include IFB 17-930 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

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

Pre-Bid Conference

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

Date _____ Time _____

Location _____

___ Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

___ Attendance is not required to submit a Bid.

Bid Packet Submission

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

___ Electronic Copy also required.

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

Bid Opening

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



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**FORM #1
BIDDER INFORMATION SHEET**

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

State of Organization: _____

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

- Sole Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other: _____

Bidder's Address: _____
Street City State Zip Code

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

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____



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FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT

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

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

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

WITNESSETH:

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

IFB 17-930; Stainless Steel Spreaders

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

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

1. **Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
4. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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

i. To Seller: _____

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

With a copy to: [title] [address] _____

- 18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes,



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withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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

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

Seller Company Name: _____

Sign Here ▶ _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

Company Name/Address [Please Print] _____ Address _____ City _____ State _____ Zip Code _____

() - () - _____
Telephone Number Fax Number Email Address

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

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney



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FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #4

NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

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

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ▶

Printed Name:

Title:

Date:



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

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



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

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

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

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

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



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10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
 - B. Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
 - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
 - D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
 - 1. City Hall closed for business for part or all of the day on the date the response was due;
 - 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
 - E. **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
 - F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
 - G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
 - H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
 - I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
 - J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
 - K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all Bids, in whole or in part.
 - B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
 - C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
 - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
14. **PURCHASE ORDER.** In the event that it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.



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15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

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

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SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is **required:** Yes: _____ No: X

Seller and its subcontractors 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 set forth below and Workers' Compensation insurance in the statutory limits required by law.

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

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

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet 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

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is **required:**

Yes: _____ No: X

B. Performance Bond. If the box is checked "Yes," the Performance Bond is **required:**



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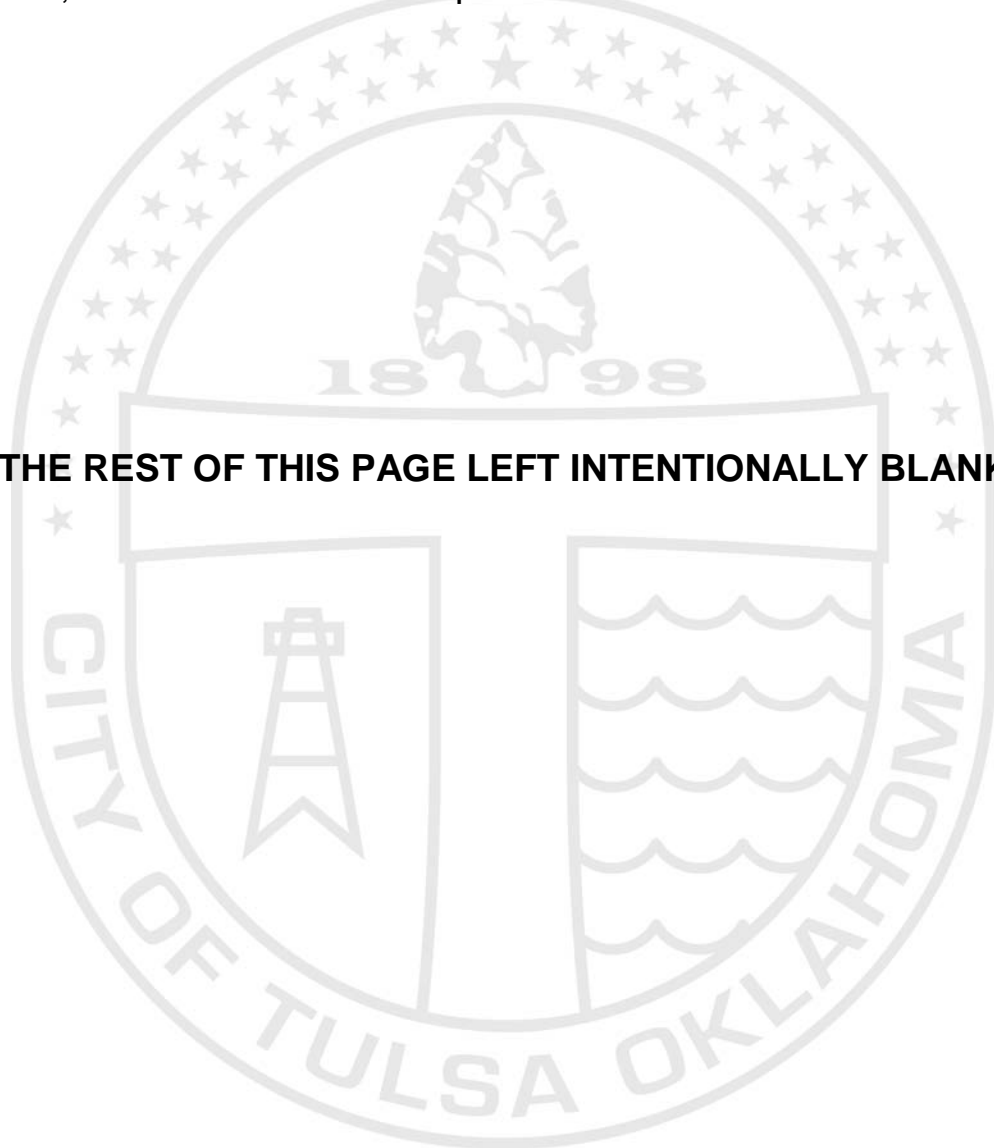
Yes: ___ No: X

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

Yes: ___ No: X

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

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TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent during the contract period, as nearly as possible, to purchase all the requirements for a 10 cubic yard, Stainless Steel Sand Spreader, bid from the firm(s) to which the contract is awarded.

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

For the purposes of bid evaluations, all options will be considered in the overall bid award.

SPECIFICATIONS:

In Section 2 (Bidder's Proposal Column); The bidder shall respond to each minimum requirement (section 1) in the space provided under Section 2 whenever asked to "describe", 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.

You are requested to describe your proposal in the Bidders column, you may not respond in the space provided as to whether you meet the specifications by responding with terms as "yes", "Meets", "same as", "complies" or "similar" terms. If these terms are utilized, it may result in your bid being considered as Non-Compliant, and being rejected.

You must include descriptive manufacturer's literature verifying the information you provided in the bidder's proposal section. Failure to provide such literature will likely result in your bid being considered as Non-Compliant, and possibly being rejected.

If your bid is an alternate approach and does not fully meet the specifications, completely describe your alternate approach.

The manufacturer shall warrant each 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 seller will be responsible for reimbursing the nearest manufacturer's authorized dealer in the City of Tulsa for services rendered under this warranty.

The seller shall respond within 72 hours, of notification by the City of Tulsa, on when, where and how a warranty issue will be resolved. In the event there is no response within 72 hours, or if the response is not acceptable to the City of Tulsa; the City will provide or arrange for repairs. The seller shall be responsible for reimbursing the nearest manufacturer's authorized dealer in the City of Tulsa for services rendered under this warranty.

The supplier 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. Standard warranty information is to be supplied with the bid.



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DELIVERY REQUIREMENTS:

Unless otherwise agreed to in writing; Seller shall transport the equipment to and from the Seller's location for mounting of equipment and accessories with no additional charges to the City. Seller shall bear the cost of all transportation associated with warranty repairs. If Sellers location is outside of Tulsa County, Seller shall supply the name of the local factory authorized repair facility. The factory authorized warranty repair facility shall be contacted for verification prior to awarding the bid. This information shall be part of the bid evaluation process. Failure to comply will affect the award of bid.

Name: _____ Address: _____ Telephone: _____

The Seller shall deliver all equipment fully assembled and operational with all items such as mounting brackets, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Seller will be required to operate the equipment and demonstrate all features and operational modes to the City of Tulsa personnel.

Absolutely no items over 500lbs. may be directly shipped to the City of Tulsa requiring the City personnel to unload from the shipping truck or trailer. The City of Tulsa carries no responsibility for any damages incurred during an unloading occurrence. The City of Tulsa does not have unloading docks or the proper equipment to assist in this area. All unloading shall be the responsibility of the seller and/or shipping entity.

TESTS AND ACCEPTABILITY OF MATERIAL:

All items, included in the bid are subject to a performance demonstration within 30 days of the bid date by the bidder(s) at the discretion of the City of Tulsa. A like item of the type bid that contains all the safety concerns, horsepower ratings, accessories, dimensions or other features as deemed appropriate by the City of Tulsa may be required to be demonstrated to the City of Tulsa personnel prior to award of the bid to establish if the item meets the requirements & specifications of the City of Tulsa. These demonstrations may be held in direct competition with other bidders whom bid the same items and equipment.

**Section 1
Item 1**

Specifications (Minimum)

**Section 2
Bidders Proposal**

Sole Brand Specification	Swenson model EV100 or EV150 with the following specifications changes for the City of Tulsa.	Describe: _____ _____ _____
Equipment	Current year model, 10 cu. Yd (approximate) complete 304 stainless steel sand spreader(s), hydraulically powered, for the purpose of spreading salt, sand, or aggregate. All power to be supplied by the truck(s). Spreader(s) to be completely assembled and installed on city vehicles and ready for service.	Describe: Model Year: _____ Manufacturer: _____ Model number: _____ _____ _____ _____



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<p>Bidder Responsibilities</p>	<p>The successful bidder will be responsible for and include in the bid price all costs for mounting and delivery of sand spreaders such as picking up the City of Tulsa's vehicle, mounting the sand spreader, and delivery of the truck with the sand spreader back to the City of Tulsa. The seller shall not keep the City of Tulsa's vehicle for more than 7 days before it must be delivered back to the City of Tulsa. All bidders may be required to demonstrate the exact model of sand spreaders bid; mounted on a vehicle so the City of Tulsa personnel may review the operation of the equipment and to verify it is compatible with existing sand spreaders in the City of Tulsa's inventory.</p>	<p><u>Describe:</u></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>Paint</p>	<p>All surfaces other than stainless steel are to be properly primed and painted black, including all surfaces of the steel skid members. The paint shall consist of, 1 mil minimum dry film thickness of primer and 2 mil dry thickness of enamel finish coat. Stainless steel portions of the unit need not be painted. All screens are to be shot blasted and powder coated black.</p>	<p><u>Describe:</u></p> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
<p>General</p>	<ol style="list-style-type: none">1. The conveyor chain, pins, crossbars etc. Shall be stainless steel.2. The hopper body spreader shall be constructed of stainless steel and welded with a compatible stainless steel wire.3. Adjustable and replaceable stainless steel conveyor device which shall be a self-cleaning, 2.25 inch pitch, pintle type with stainless steel pins and crossbars welded on top and bottom to every link.4. The unit shall contain a rubber wiper shortly after the point of material discharge to clean the chains and crossbars.5. Side support to the hopper shall be provided every 2 feet.6. The stainless steel chain shall have 7/16 inch stainless steel pins and a minimum tensile strength of 20,000 lb.7. The crossbars shall be ¼ inch x 1 ½ inches by 18 ¾ inches stainless steel.8. The overall conveyor chain width shall be within a range from 22 inches to 23 ½ inches.9. The conveyor chain shall be installed to run "link first" over the sprocket and not "pin first".10. A bolt on stainless steel conveyor trough with an 18" minimum width shall be provided.11. The trough shall be supported by stainless steel support angle every twelve (12) inches.12. The hopper shall come equipped with an inverted "v" designed to keep weight off the front 2/3 of the conveyor and to prevent jamming due to settlement during prolonged periods of driving without spreading.13. The "v" shall be placed as to unload the material	<p><u>Describe:</u></p> <p>1</p> <hr/> <p>2</p> <hr/> <p>3</p> <hr/> <p>4</p> <hr/> <p>5</p> <hr/> <p>6</p> <hr/> <p>7</p> <hr/> <p>8</p> <hr/> <p>9</p> <hr/> <p>10</p> <hr/> <p>11</p> <hr/> <p>12</p> <hr/> <p>13</p> <hr/> <hr/> <hr/>



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- as evenly from front to back as possible.
14. The inverted "v" shall be constructed of stainless steel and be height adjustable a minimum of 12 inches.
 15. The conveyor shall be designed to drop the entire load it is conveying on the spinner and shall not carry any material on the bottom side to front of the unit.
 16. The hopper shall be 6 feet 7 inches (79 inches maximum) in width. 6 feet 6 inches (78 inches maximum) width in area from bottom of skids up to 30 inches high and be constructed for complete material cleanout during operation.
 17. The hopper body shall be designed and constructed that when the hopper contains a full load of sand, the tie down hooks remain in tension without additional tightening and no part of the hopper body or its supports is stressed to more than 60% of its yield strength.
 18. The top edge of the hopper shall be reinforced. All bolts, clips, pins, and any other items necessary for attaching the spinner assembly to the hopper must be supplied, including hoses and fittings.
 19. Unit will be plumbed and checked for proper operation by seller. Fittings, and disconnects shall be pressure type with swaged fittings.
 20. The spinner disconnects are to be Eaton #5602-12-12s or equal. The conveyor quick disconnects are to be Eaton #5601-12-12s or equal. The return line is to be an Eaton #5602-16-16s or equal. All quick disconnects are to be compatible with existing Eaton mp2 system disconnects on the truck chassis.
 21. The hopper spreader shall be mounted on two heavy steel 2 inch x 2 inch x 3/16 inch tubular stainless steel skids. The skids shall begin 2 inches beyond the front of the hopper body, extend the length of the hopper body and shall have ends capped to avoid trapping water and material.
 22. A skid board of 2 inches thick x 10 inches wide recycled board material known as "rumbar" or equal mounted the full length of each skid to allow easy slid-in capability of spreader and will not rot. The skid boards shall be bolted to the spreader approximately every 12 inches to prevent buckling of the rumbar material.
 23. A stop device shall be provided to prevent chute from hitting rear of dump body when being installed.
 24. A folding ladder of stainless steel shall be installed at right rear of spreader with a positive method of locking ladder in the up position while driving. Ladder must be easily unlatched from the ground.
 25. Quantity of four (4), 1/4 inch thick hold down brackets to be welded to front and rear of the hopper, see attached photo below.
 26. Four (4) tie downs shall be supplied to accept a 3/8" chain hook. The tie downs shall be constructed of stainless steel. One each is to be

14	_____
15	_____
16	_____
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26	_____



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	<p>mounted on the front corners facing forward and rear corners facing rearward.</p> <p>27. Four (4) 3/8 Inch Crosby ratchet type chain boomers with 1/2 inch hooks are to be included as well as four ODOT approved 1/2 inch x four (4) foot.</p> <p>28. Salt resistant safety chains with safety hooks. Grade 80, 3/8 inch cradle grab hooks and grade 80 chains, approved by ODOT for overhead tying and lifting shall be provided.</p> <p>29. A screw type jack shall adjust the stainless steel material discharge gate from 0 inch to 8 inch minimum, without use of wrenches and shall be easily adjustable by a person standing on the ground.</p> <p>30. Hopper material loading screens may be of mild steel and are to be shot blasted and powder coated.</p> <p>31. Along the top side edge of the spreader there shall be an approximate 1/4 inch thick x 24 inch high x the length of the spreader side skirt cover to kept the sand and salt materials out of the bed of the truck when loading the spreaders. The material shall be a flexible material stiff enough to maintain its shape.</p>	<p>_____</p> <p>_____</p> <p>27 _____</p> <p>_____</p> <p>_____</p> <p>28 _____</p> <p>_____</p> <p>_____</p> <p>29 _____</p> <p>_____</p> <p>_____</p> <p>30 _____</p> <p>_____</p> <p>_____</p> <p>31 _____</p> <p>_____</p> <p>_____</p>
Material	<ol style="list-style-type: none"> 1. All Stainless steel mentioned shall be 304 Stainless Steel. 2. Stainless steel shall be used for all surfaces including idler bolt and bearing slides. 3. The hopper material shall be constructed of 12 gauge material with 10 gauge longitudinals, minimum. 4. Spinner disc shall be constructed of polyurethane, chute and deflector shields in the spinner housing are to be of 12 ga. stainless steel. 5. All attachment hardware to be stainless steel. 6. Seller to supply a complete listing and drawings of all parts and material which are not stainless. All welded parts of the spreader will be an appropriate stainless wire. No steel wire to be used in welding to stainless materials. This information will be a part of the bid evaluation and award process. 	<p><u>Describe:</u></p> <p>1 _____</p> <p>_____</p> <p>2 _____</p> <p>_____</p> <p>3 _____</p> <p>_____</p> <p>4 _____</p> <p>_____</p> <p>_____</p> <p>5 _____</p> <p>_____</p> <p>6 _____</p> <p>_____</p>
Drive System	<ol style="list-style-type: none"> 1. Drive and idler sprockets shall be supported by 1 1/4 inch front and 1 1/2 inch rear shafts and bearings minimum. 2. The spreader unit shall contain a hydraulic drive system, less hydraulic supply system, consisting of a low speed high torque motor on both the conveyor and spinner assemblies with a working pressure control capacity of 1900 psi. 3. The conveyor drive shall contain a fully enclosed and lubricated heavy duty worm gear drive with a 50:1 reduction ratio minimum. 4. Spreaders to be compatible with Muncie mp2 system. 5. Rear control valves required to be cab controlled through the Muncie MP2 system. 	<p><u>Describe:</u></p> <p>1 _____</p> <p>_____</p> <p>_____</p> <p>2 _____</p> <p>_____</p> <p>_____</p> <p>3 _____</p> <p>_____</p> <p>4 _____</p> <p>_____</p> <p>5 _____</p> <p>_____</p>



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<p>Spreader Mechanism</p>	<ol style="list-style-type: none"> The material spreader mechanism shall contain an 18 inch, minimum, diameter spinner disc constructed of polyurethane and contain a minimum of six fins, evenly spaced. An adjustable chute shall be installed which will allow for directing the material to different locations along the radius of the spinner which will provide for concentrating the spreader to different locations along the width of the roadway when combined with the action of an adjustable deflector shield around a portion of the circumference of the spinner. A total of four deflector shields, three (3) adjustable, front fixed, which can be adjusted from nearly a horizontal position to a vertical position, shall be installed which cover all four sides of the spinner to help control material spread pattern and prevent material from hitting cars or pedestrians. The design shall be such that when shields are at a 45 degree angle, material can't escape between the shields. Deflectors shall have positive adjustment and positioning. Chains are not acceptable. The material spreader assembly shall be capable of distributing material evenly over a 12 foot width, concentrating it over any portion within the left 6 foot of the operating lane, or concentrating the material within a narrow strip pattern in the centerline of the road when the truck is within its driving lane. The spinners motor shall be height adjustable, 8 inch minimum. 	<p><u>Describe:</u></p> <p>1 _____</p> <p>_____</p> <p>_____</p> <p>2 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>3 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>4 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>5 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>6 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>7 _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Hinged Chute</p>	<ol style="list-style-type: none"> Chute is to hinge approximately at truck bed level to allow the chute to be swung up to provide access to the truck hitch in emergencies. A solid bracket and pin shall be provided to allow chute to be pinned in the up position. The chute length shall be no longer than from the base of the skids to the top of the deflector shall not exceed 33". This dimension shall be verified at time of order by contacting Homer Lawley with the City of Tulsa @ 918-596-9717. 	<p><u>Describe:</u></p> <p>1 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>2 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>3 _____</p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Spreader Body</p>	<ol style="list-style-type: none"> The hopper body shall be approximately fifteen (15) feet in length. <u>The maximum width of the outside of the body portion cannot exceed 6 feet 7 inches.</u> The body to have an approximate struck capacity of ten cubic yards. 4. The front end shall be sloped forward from vertical approximately 45 degrees, so that the hopper body and conveyor mechanism will clear the dump bed hoist doghouse. A manufacturer's std. ladder for access to spreader hopper shall be installed at the right rear of spreader. The ladder shall be constructed of Stainless 	<p><u>Describe:</u></p> <p>1 _____</p> <p>_____</p> <p>_____</p> <p>2 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>3 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>4 _____</p> <p>_____</p> <p>_____</p> <p>_____</p> <p>5 _____</p> <p>_____</p> <p>_____</p> <p>_____</p>



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	<p>Steel.</p> <ol style="list-style-type: none"> 7. Ladder to fold up behind spreader for storage and have grip strut type steps on the folding portion of the ladder. 8. The ladder shall extend to the top of the spreader. The two (2) steps on the top portion of the ladder shall be a deeper platform type step for stability when standing on the top portion of the ladder. 9. Ladder to have a latching mechanism and be angled at approximately 30 degrees. 	<ol style="list-style-type: none"> 6 _____ 7 _____ 8 _____ 9 _____
Lighting	<ol style="list-style-type: none"> 1. Directional, stop, tail, and backup lights shall be LED, installed at the upper rear corners of the spreader in protective brackets and wired to a standard seven (7) way trailer plug. See photo below. 2. All wiring connections shall be soldered, heat shrunk and protected. 3. Oil resistant trailer cable shall be used for long runs in system and shall be routed to a location where it will not interfere with the operation of the spreader. 4. The electrical connection on the truck will be at approximately the rear of the truck. 5. A 4 inch sealed beam work light connected to the parking lights positioned to illuminate the left side area covered by the spreader pattern shall be included. 6. An led light bar shall be installed on the rear, across the top of the spreader body under the top grates so the light bar doesn't get damaged by the grates or the loading of materials into the spreader. 7. Light bar to contain brake lights, stop & turn lights. 8. Light bar to extend the width of the rear of spreader. 	<p><u>Describe:</u></p> <ol style="list-style-type: none"> 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____ 7 _____ 8 _____
Electric Spray Pre-Wet System For Brine or De-icing Solution	<p><u>General:</u></p> <ol style="list-style-type: none"> 1. Current Swenson model LSS-E or acceptable equal system, installed on the spreader and all electronic controls shall be connected into the existing Muncie control system mounted in the cab. 2. The system shall provide for an in line series electric sprayer which would provide an adjustable relationship with the amount of material being spread. 3. The system shall be complete with a liquid spray pump, electric drive motor, cab controls, nozzle kit, spray reservoir(s), necessary hoses, and fittings to make the system complete. 4. The system shall be capable of spraying calcium and magnesium chloride, glycol, liquid urea, brine, or other liquid de-icing solutions. 5. All components shall be rated a 1500 psi working pressure. 6. Must provide an operators manual, a set of parts and service manuals. These may be on cd rom. 	<p><u>Describe:</u></p> <p><u>General</u></p> <ol style="list-style-type: none"> 1 _____ 2 _____ 3 _____ 4 _____ 5 _____ 6 _____



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	<p>7. The manufacturing and production of this unit shall be of the finest quality are to be used.</p> <p><u>Drive System:</u></p> <ol style="list-style-type: none"> The electric motor/pump combination shall be a 12 volt dc, three chamber, and diaphragm pump with internal circuit breaker. The pump box shall be polypropylene. Pump to be rated at 3.0 gpm. <p><u>Controls:</u></p> <ol style="list-style-type: none"> A cab mounted on/off (system) switch with backlit digital controller, and a pressure compensated solenoid valve shall be provided. A cab mounted red light shall be displayed when the solenoid is engaged. The system shall also have a (red) low pressure sensor and audible alarm for empty tank/inadequate nozzle pressure indication. A one piece harness with sealed "Weather-pack" connectors and disconnects shall be included with the system. <p><u>Sprayer Reservoir(s):</u></p> <ol style="list-style-type: none"> Provide two (2) 90 gallon polyethylene rotation molded reservoirs, baffled to reduce surging, complete with replaceable screen line strainers, shut-off valves and hardware installed on the spreader. The reservoirs shall be angle formed to allow them to be mounted to the side and between the body jacks of the v-box. One (1) each of the 90 gallon reservoirs is to be mounted on the side of the spreader. The reservoirs are not to extend past the outside edge of the spreader as to obstruct the installation and removal of the spreaders from the dump body. <p><u>Nozzles:</u></p> <ol style="list-style-type: none"> There shall be four (4), 2 brass spray nozzles equipped with mounting hardware. 	<p>7 _____ _____</p> <p><u>Drive System</u></p> <p>1 _____ _____</p> <p>2 _____ 3 _____</p> <p><u>Controls</u></p> <p>1 _____ _____</p> <p>2 _____ _____</p> <p>3 _____ 4 _____ _____</p> <p><u>Spray Reservoir</u></p> <p>1 _____ _____</p> <p>2 _____ _____</p> <p>3 _____ _____</p> <p><u>Nozzles</u></p> <p>1 _____ _____</p>
<p>Cost of Installation</p>	<ol style="list-style-type: none"> All costs involved with installation shall be included in the bid. Each spreader is to be installed on City of Tulsa equipment and made to be in compatible working order with the truck. 	<p><u>Describe:</u></p> <p>1 _____ _____</p> <p>2 _____ _____</p>
<p>Warranty</p>	<ol style="list-style-type: none"> The manufacturer shall warrant each spreader body 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 deliver. In addition, if such failures take place outside the seller's service area, which shall be defined as Tulsa city limits, the seller will be responsible for reimbursing the nearest factory authorized repair facility in the City of Tulsa for services rendered 	<p><u>Describe:</u></p> <p>1 _____ _____</p> <p>2 _____ _____</p>



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	<p>under this warranty.</p> <p>3. The seller shall respond within 72 hours of notification by the City of Tulsa, on when, where, and how a warranty issue will be resolved.</p> <p>4. In the event there is no response with the 72 hours, or if the response is not acceptable to the City of Tulsa; the city will provide or arrange for repairs. The seller shall be liable for reimbursement to the City of Tulsa for all costs incurred to resolve the warranty repairs.</p> <p>5. The seller may authorize the City of Tulsa to perform minor warranty replacement 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.</p> <p>6. <u>Standard warranty information is to be supplied with the bid.</u></p>	<p>3 _____</p> <p>_____</p> <p>_____</p> <p>4 _____</p> <p>_____</p> <p>_____</p> <p>5 _____</p> <p>_____</p> <p>_____</p> <p>6 _____</p> <p>_____</p>
Installation	<p>The City of Tulsa will provide the two (2) trucks for Installation. Spreaders are to be installed, functional and delivered back to the City of Tulsa no later than November 15, 2017.</p>	<p><u>Note if will guarantee</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
Manuals	<p>One complete set of operation, maintenance, and parts manuals must be supplied upon delivery of equipment. Parts and service manuals may be on cd rom.</p>	<p><u>Describe:</u></p> <p>_____</p> <p>_____</p> <p>_____</p>
<p>Stainless Steel Sand Spreader, Streets, 10 Cu Yd, Fy 16-17</p>		



Front



Rear



Seven way plug in



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

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

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

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	Stainless Steel Sand Spreader, 10 Cubic Yards, as specified	2 or more	\$ _____	\$ _____
TOTAL COST NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)			\$ _____	

Bidder's Company Name _____

Authorized Signature Here ▶ _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET