



**Invitation For Bid IFB 18-600
Fire Fighting Coats & Pants
Fire Department
Issued: January 11th, 2018**

**City of Tulsa,
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1/22/18

Addendum #1

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

QUESTIONS/CLARIFICATION/CHANGES:

Clarifications for IFB 18-600

Paragraph 2.05

Clarification in relation to pricing on page 24 of 24. The greatest majority of the gear will be a natural or tan color. Only a small, and currently undefined quantity may be chosen to be purchased in the optional color of red or blue.

Paragraph 2.07

Change measurement description from TPP to the correct description of RPP. The correction should read, "The garments will have a RPP of no less than 7 when tested to the current edition of NFPA 1977."

Paragraph 2.71

Change measurement description from TPP to the correct description of RPP. The correction should read, "Radiant Protective Performance (RPP) for the coat: _____ when tested to the current edition of NFPA 1977."

Paragraph 2.73

Change measurement description from TPP to the correct description of RPP. The correction should read, "Radiant Protective Performance (RPP) for the pant: _____ when tested to the current edition of NFPA 1977."

Clarifications for IFB 18-600

Also, just FYI I had a Bidder state that there may be a conflict in how the bid should be delivered to the City. Page 1 of 24 of IFB 18-600 states that they are to be mailed or delivered but on some other document that I cannot locate reportedly states "not to mail". This unknown document was reportedly sent to them in a separate attachment and may have a title of "THIS IS NOT AN ORDER" which includes language that has instruction not to mail.

Response:

Bids must be received no later than 5:00 PM (CST) on **Wednesday February 7th, 2018, 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.**



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

BID # **IFB 18-600**

DESCRIPTION: **FIRE FIGHTING COATS & PANTS (Commodity Code(s): 340)**

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 575
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday February 7th, 2018, 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:

James Mozingo _____

jmozingo@cityoftulsa.org

Include **IFB 18-600** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **IFB 18-600** 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 18-600 FIRE FIGHTING COATS & PANTS

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

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

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

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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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: **James Mozingo, Buyer**
175 E. 2nd Street, 5th Floor
Tulsa, OK 74103
18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program



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

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



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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



Tulsa
CITY OF
A New Kind of Energy.

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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 575, 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 the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.



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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 TRANACT 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:

Yes: ___ No: **X**



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

Yes: No:

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

Yes: No:

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



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TECHNICAL SPECIFICATIONS

INTENT:

The intent of these specifications is to set minimum requirements, not to otherwise limit bidding, to secure a source of supply for **Fire Fighting Coats and Pants** for the City of Tulsa on an annual basis.

GENERAL:

It is the intent and purpose of these specifications to purchase coats and pants that are dual certified to NFPA 1951 and NFPA1977. All manufactured coats and pants shall meet or exceed the requirements described in the most current editions of NFPA 1951, Standard on Protective Ensembles for Technical Rescue Incidents for utility technical rescue and NFPA 1977, Standard on Protective Clothing and Equipment for Wildland Fire Fighting. The garments will be provided with the appropriate NFPA labels to represent compliance to the applicable standards. The manufacturer of the coats and pants should be registered to ISO Standard 9001.

AWARD OF BID:

The bid will be awarded to the lowest bid meeting specifications as determined through a point evaluation process whereby each paragraph is assigned a pre-determined number of points. The lowest bid meeting specifications will be determined upon a point evaluation process whereby each paragraph is awarded points for compliance. The bid amount is then divided by the total number of awarded points to determine the cost per point. The cost per point is then multiplied by the total possible points to determine a bid evaluation number. The lowest bid evaluation number will be considered the lowest bid meeting specification.

1. Bid Price / Total awarded points = Cost per point
2. Cost per point X Total possible points = Bid evaluation number
3. The lowest bid evaluation number will be considered the lowest bid meeting specification

BID EVALUTATION:

1. The response to the bid needs to be provided separately from the specifications and needs to address each paragraph of the specifications. The response should include as much information and detail as possible.
2. Items or issues that are not specifically describe in the Bidders response may be considered absent, non-responsive or non-compliant to these specifications and will receive no points for the applicable paragraph.
3. The term, phrase or response of, or similar to, "meets" will be considered non-responsive.
4. Exceptions, deviations, or variances, regardless if the variance is real or perceived, will be provided on a separate document with disclosure and description of the exception, deviation or variance.
5. The Tulsa Fire Department retains the sole right in determining compliance to the specifications where the bid response includes Bidder provided exceptions, alternative options or is otherwise subjective as compliant to these specifications.
6. The bid should include all applicable literature, details, and references to describe and demonstrate compliance to the specifications. The Fire Department will not use or consider information obtained through web based references, searches or links to various web pages. The absence of provided information or the use of links and references from the web will result in the applicable item or issue as non-responsive or non-compliant and will not be awarded any credit or points.
7. The City of Tulsa Fire Department reserves the right to request a sample of the specified garment for examination before the award of the bid. The sample will be provided at no charge to the City within 10 days after request and will be returned at the bidder's expense.
8. Only new materials and components will be used in the construction of the specified garments.
9. The Tulsa Fire Department will purchase no less than an initial order of 625 coats and pants in the next twelve months.



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10. With the exception of the lettering on the back of the coat, the following communities and fire districts will be allowed to purchase the specified garments at the same bid price as awarded to Tulsa:

Barnsdall	Glenpool	Okay	Sapulpa
Bixby	Henryetta	Owasso	Sand Springs
Broken Arrow	Jenks	Pawhuska	Turley
Collinsville	Oak Grove	Muskogee	Verdigris
Collinsville Rural	Okmulgee	Rolling Hills	Fort Smith, AR
Rogers, AR			

BID EVALUTION:

Line	Description	Possible Points	Awarded Points To be filled out by Fire Dept.
	GENERAL	0	
2.01	The garments will consist of a separate coat and pant that will be made of identical materials with the same style of stitching.	10	
2.02	The garments will be generally constructed of a single layer of fire resistant material with reinforcements, attachments and added details where specified.	10	
2.03	The garments will be constructed of materials that are no less than 7.0, or greater than 9.0, ounce per square yard.	10	
2.04	The selected fabric will be of a twill weave for maximum comfort and movement.	10	
2.05	<i>Clarification in relation to pricing on page 24 of 24. The greatest majority of the gear will be a natural or tan color. Only a small, and currently undefined quantity may be chosen to be purchased in the optional color of red or blue.</i>	10	
2.06	<i>Unless otherwise specified, reinforcements at the elbows, knees, pant cuffs, etc. will consist of a light weight, fire resistant material that is highly resistant to abrasion and does not absorb water or hydrocarbons. The material will be black in color and may consist of ARA-SHIELD®, STEDSHIELD®, Dragonhide®, or other similar material.</i>	10	
2.07	Change measurement description from TPP to the correct description of RPP. The correction should read, "The garments will have a RPP of no less than 7 when tested to the current edition of NFPA 1977."	25	
2.08	The garments will have a TPP of no less than 10 when tested to the current edition of NFPA 1951.	25	
2.09	The garments will have a THL of no less than 450 when tested to the current edition of NFPA 1977.	25	
2.10	The garments will have a THL of no less than 650 when tested to the current edition of NFPA 1951.	25	
2.11	The garments will be provided with ventilated 2-inch 3M Scotchlite™ red orange triple trim.	10	
2.12	All trim and lettering will be sewn with four rows of lockstitch 301, minimum of (6) stitches per inch.	10	
2.13	All stress points of the coat and pant, including the top and bottom of the pocket corners, pocket flap corners, top and bottom of the storm flap/fly will be reinforced using a 42 stitch minimum bar tack.	10	
2.14	Pockets and flaps will be set with the top and bottom pocket corners and top corners of flap reinforced with bar tacks for additional strength.	10	
2.15	All pockets will be provided with two brass eyelets to provide drainage of moisture that may enter the pocket.	10	
2.16	The manufacture of the coat and pants will provide instructional guides and sizing charts that describe the garment selection for proper fit. The provided charts will consist of no less than coat length, chest size, sleeve length, waist, hip and inseam.	10	
	COAT	0	
2.17	The coat will consist of a 3-panel construction to provide proper fit and	10	



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Line	Description	Possible Points	Awarded Points To be filled out by Fire Dept.
	function.		
2.18	The back panel of the coat will incorporate a bi-swing design to allow freedom of movement.	15	
2.19	Like traditional bi-swing back turnout coats, the coat will be available in lengths of 29, 32 or 35 inches when measured at the center of the back from the collar seam to the hem bottom.	15	
2.20	The coat will be provided with a collar that will be made of two layers of self-fabric that is designed and constructed to remain standing while providing continuous thermal protection around the neck and face.	10	
2.21	The collar will be adjustable in design to provide a snug fit without choking the user. A collar closure will be constructed of self-fabric that will reach across the neck and fasten to the other side through the use of fire resistant hook and loop material.	10	
2.22	The collar will not interfere with eye or face protection devices.	10	
2.23	Sleeves will be full length and made available in lengths of short, regular, long, X-long, XX-long or XXX-long. Depending upon the relationship with the chest size, the lengths will generally range in one-inch increments from 31 to 36 inches.	15	
2.24	The elbow will have an overlay of reinforcement positioned onto the exterior face of the sleeve.	10	
2.25	The cuffs of the coat will hemmed with self-fabric and provided with take-up straps to cinch the cuff closed. The take-up straps will be constructed of self-fabric that is secured with Velcro®.	10	
2.26	The front of the garment will be provided with a front closure system that will be completely protected by a self-material interior storm flap.	10	
2.27	The storm flap measuring no less than 3-1/2" wide, nor less than 22" in length will be set on the inside of the right side of the coat opening. The interior storm flap will include two layers of self-material.	10	
2.28	The primary closure for the front of the coat will be a #9 thermoplastic zipper.	10	
2.29	The front of the coat will be provided with two large bellows pockets, one located on each side of the storm flap positioned near the coat hem. The pockets will be approximately 8" x 8" x 2", plus or minus 1".	10	
2.30	The pockets will be fully lined with Kevlar® twill to protect and strengthen the pocket.	10	
2.31	Reflective trim will be positioned on each pocket to provide appearance of consistency with the balance of the coat but installed so as not to impede the function of the pocket.	10	
2.32	Both coat pockets will be provided with self-material flaps to serve as closures that will be secured in place by fire resistant hook and loop material.	10	
2.33	A radio pocket will be located on the right chest of the coat.	10	
2.34	The radio pocket will measure approximately 3-1/2" x 7-1/2" x 2", plus or minus 1/2". The pocket will be provided with a closure flap constructed of self-material. The closure flap will be designed with an antenna notch and secured in place by fire resistant hook and loop material.	10	
2.35	The radio pocket will be fully lined for protection of the pocket.	10	
2.36	A mic tab will be located above the radio pocket.	10	
2.37	A "D" ring with a 1" opening will be sewn onto the coat directly below the radio pocket. The ring is intended to serve as an attachment point for a glove holder/caddy.	10	
2.38	A flashlight strap will be located on the left chest of the coat.	10	
2.39	The flashlight strap will be at a height and position that matches the top of the radio pocket. The strap will be constructed of self-fabric measuring 3" wide by 1-1/2" in height.	10	
2.40	The coat will be provided with reflective trim around the entire circumference of the coat's bottom hem, around the entire circumference of the chest, around the entire circumference of each sleeve and the entire circumference around the arm just above the elbow.	10	



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Line	Description	Possible Points	Awarded Points To be filled out by Fire Dept.
2.41	A name patch, measuring approximately 4" by 18" removable panel constructed of the same material as the garment will be provided.	10	
2.42	The removable name patch will be attached to the lower back side of the coat with fire resistant Velcro® hook and loop material.	10	
2.43	The lower portion of the back side of the coat will include the words "TULSA FIRE" in 3M Scotchlite™ red-orange material, sized to fit. The words will be in a standard block font style.	10	
2.44	All hook and loop fasteners used to attach the name panel or secure components of the garment will be fire resistant Velcro® brand material.	10	
	PANT	0	
2.45	The pant will have an overlapping fly front running the full length of the fly on the left side. The bottom of the fly will be reinforced with one 42-stitch bar tack.	10	
2.46	The storm fly will be held closed along its length by means of a hook and loop fastener closure that is no less than 1" wide along the leading edge of the fly closure.	10	
2.47	In addition to the hook and loop fastener, a stainless steel snap will be positioned at the inside top of the fly.	10	
2.48	The primary closure for the pants will be a #9 thermoplastic zipper.	10	
2.49	The waist of the pants will be two layers of fabric not less than 1-1/2" in width the entire circumference of the pant. The pant waist will be turned under to provide double material strength with the independent waistband that will then be double stitched to the balance of the pant.	10	
2.50	The waist of the pants will have two, one on each side, external take-ups to adjust the fit of the pants.	10	
2.51	The waist of the pants will be worn through the support of suspenders. The suspenders will be attached to the pants through one of two methods described below.	0	
2.52	SUSPENDER ATTACHMENT OPTION 1 The pants will be provided with traditional suspender buttons that are reinforced with leather backing in the traditional positions on the waist band of the pants.	5	
2.53	SUSPENDER ATTACHMENT OPTION 2 The pants will be provided with a finished two inch wide by four inch tab constructed of a double layer of self-material. The tab will be lined with leather on the inside of the tab when folded over to create a loop. The loop will be capable of being opened or secured through the use of two stainless steel snaps. While opened, the tab can be threaded through a metal loop on the suspenders and then snapped closed to secure them to the pants. The attachment point between the pants and the suspender tab will be sewn with a 42 stitch minimum bar tack.	20	
2.54	The Tulsa Fire Department will acquire suspenders of the appropriate design and style separate purchase order or arrangement from the specified coats and pants described in these bid specifications. Bid evaluation points or credit will not be given to suspenders delivered with the pants.	0	
2.55	The bottom of the pants, near each cuff, will have external take-ups to close the bottom of the pants to the circumference of the boot or leg.	10	
2.56	The pant inseam will be provided with a radial inseam band to increase comfort and mobility. The banded pant insert will run continuously from the top of the knee of one leg through the crotch and to the top of the knee of the opposite leg.	10	
2.57	The pants will be provided with an additional layer of fabric installed to the exterior of the pant seat for added protection and durability.	15	
2.58	The knee will be designed to allow for natural bending motion. The knee will be provided with reinforcement on the exterior face of pants on the portion that covers the front of the knee.	10	
2.59	The knees will be provided with padding located between the fabric creating	15	



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Line	Description	Possible Points	Awarded Points To be filled out by Fire Dept.
	the leg and material used to protect and serve as reinforcement the knee. The padding will consist of 0.25" closed-cell silicone foam, or similar material that is non-absorbent and slow to conduct heat.		
2.60	The cuff of the pants will be finished with the same reinforcement material used to cover the elbows and knees.	10	
2.61	Each pant leg will be provided with an expandable panel in the outside seam that has a thermoplastic zipper extending from the cuff to no less than 12" up the side of the pants. While unzipped, the user's leg will remain protected by a layer of self-material. When zipped, the same general area will essentially have two layers of self-material.	10	
2.62	The pants will be provided with two large bellows pockets, one located on each leg. The pockets will be approximately 8" x 8" x 2", plus or minus 1".	10	
2.63	The pocket will be lined with Kevlar® twill on all four sides of the pocket.	10	
2.64	Both pant pockets will be provided with self-material flaps to serve as closures that will be secured in place by fire resistant hook and loop material.	10	
2.65	Reflective trim will be positioned on each pocket to provide appearance of consistency with the balance of the pant but installed so as not to impede the function of the pocket or zippered cuff area.	10	
2.66	The pants will be provided with reflective trim that covers the complete circumference of each pant leg approximately 4" above the cuff of each leg. Reflective trim will also be provided vertically from the cuff upward to the waist band on the outside seam of each leg.	10	
	Fill in the blanks for the following paragraphs		
2.67	Identify the common name of the primary material used in construction of the garments: _____	20	
2.68	Identify the weight of the fabric used as the primary material in the construction of the garment. _____ ounce per square yard	20	
2.69	Identify the common name of the reinforcement material used at the elbows, knees, etc.: _____	20	
2.70	Identify the name and description of the material used for padding of the knees: _____	20	
2.71	<i>Change measurement description from TPP to the correct description of RPP. The correction should read, "Radiant Protective Performance (RPP) for the coat: _____ when tested to the current edition of NFPA 1977."</i>	20	
2.72	Thermal Protective Points (TPP) for the coat: _____ when tested to the current edition of NFPA 1951.	20	
2.73	<i>Change measurement description from TPP to the correct description of RPP. The correction should read, "Radiant Protective Performance (RPP) for the pant: _____ when tested to the current edition of NFPA 1977."</i>	20	
2.74	Thermal Protective Points (TPP) for the pant: _____ when tested to the current edition of NFPA 1951.	20	
2.75	Total Heat Loss (THL) for the coat: _____ when tested to the current edition of NFPA 1977.	20	
2.76	Total Heat Loss (THL) for the coat: _____ when tested to the current edition of NFPA 1951.	20	
2.77	Total Heat Loss (THL) for the pant: _____ when tested to the current edition of NFPA 1977.	20	
2.78	Total Heat Loss (THL) for the pant: _____ when tested to the current edition of NFPA 1951.	20	
	Total Points	970	



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SECONDARY OR BACK-UP SOURCE:

The City reserves the right to enter into contract with the second low bidder to be used as a secondary or back-up source. This source would be used only in the event of the failure of the primary source(s) ability to supply the needs of the City, within an acceptable time frame. The Seller will make a concerted effort to meet the City's needs on a daily basis. The Seller will give the City as much advance notice as possible whenever they are unable to supply the materials required.

PURCHASE ORDERS, INVOICES & PAYMENT:

The city will issue either itemized purchase orders or blanket type purchase orders. If blanket purchase orders are issued, it will be for a specific dollar amount, and is not to be exceeded. The purchase orders will be issued to various city departments resulting in the possibility several blanket purchase orders being in a one day period. It will be the Seller's responsibility to keep these orders separate and all delivery tickets, invoices, etc. properly marked. It will also be the responsibility of the Seller to see that the blanket purchase orders do not over extend the dollar amount encumbered on such. The city will furnish the Seller, if requested, a list of the city personnel from each department authorized to pick up or receive parts for blanket purchase orders.

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

1. DELIVERY:

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:

The City of Tulsa does not guarantee any specific quantity or number of purchases that will be made during the contract period. If the contract holder(s) prices cannot stay competitive with the outside market, the City reserves the right to purchase from outside sources or low bidder(s).

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Model/Part #	Item Cost	Qty	Extended Cost
Firefighting Coat Manufacturer Model/Part # Cost of Coat Nature Color	\$	625 or more	\$
Firefighting Coat Cost of Coat Special Order Color(s) Red or Navy Blue	\$	625 or more	\$
Firefighting Pant Manufacturer Model/Part # Cost of Coat Nature Color	\$	625 or more	\$
Firefighting Pant Cost of Pant Special Order Color(s) Red or Navy Blue	\$	625 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