



**Invitation For Bid TAC964A
Carts for Refuse and Recycling Services
TARE
Issued: February 15, 2018**

**City of Tulsa,
Oklahoma**
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA (on behalf of the Tulsa Authority for the Recovery of Energy (TARE), a public trust for which the City of Tulsa provides staff services under contract with TARE) will receive sealed Bids for the following:

BID # TAC 964A

DESCRIPTION: Carts for Refuse and Recycling Services (Commodity Code(s): 450-34)

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, March 14, 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.



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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.

SUMMARY SHEET

Project Buyer

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

Buyer

jmozingo@cityoftulsa.org

Include **IFB TAC964A** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC964A** 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 [Click here to enter a 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

TARE 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)

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street
City
State
Zip Code

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

Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____

Legal or Alternate Sales Contact:

Name: _____
 Street: _____
 City: _____
 State: _____
 Phone: _____
 Fax: _____
 Email: _____



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**FORM #2 (Page 1 of 5)
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 Tulsa Authority for the Recovery of Energy, a public trust, 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 TULSA AUTHORITY FOR THE RECOVERY OF ENERGY, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 ("TARE"), a public trust for which the City of Tulsa, Oklahoma (the "City") provides staff services under contract with TARE, 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 on TARE's behalf has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC – 964A Carts for Refuse and Recycling Services

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

WHEREAS, Seller desires to provide such Goods and/or Services to TARE, acknowledges that this document constitutes Contractor's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by TARE, this document will become 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 TARE the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. TARE 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 TARE, (ii) TARE's Acceptance thereof, and (iii) Seller's submission and TARE's approval of a verified claim for the amount due. TARE 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 TARE executes this Agreement accepting Seller's Bid. No officer, employee or agent of TARE has the authority to award contracts or legally obligate TARE to any contract. Seller shall not provide any Goods and/or Services to TARE pursuant to this Agreement before this Agreement is executed by TARE. If Seller provides any Goods and/or Services to TARE pursuant to this Agreement before this Agreement is executed by TARE, such Goods and/or Services are provided at Seller's risk and TARE 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 TARE and terminating one year from that date. TARE in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional ten (10) one (1) year term(s) by TARE's written notification to Seller of the exercise of TARE's renewal option (enclosing a memorandum of renewal) at least ninety days before the expiration of the then current term or renewal term; within twenty days of receipt of TARE's notification, Seller (unless rejecting such renewal) shall confirm acceptance of the renewal by executing and returning the memorandum of renewal to TARE. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by TARE of the Goods and/or Services set forth in this Agreement is subject to TARE's needs and to the annual appropriation of sufficient funds in TARE's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event sufficient funds to perform this Agreement are not appropriated or budgeted, this Agreement shall be null and void without further action by TARE or the 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 TARE or 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.



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6. **Warranty Remedies.** TARE or the 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 TARE or the City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by TARE, then TARE 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.
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 TARE or the City.
8. **No Indemnification by TARE or the City.** Seller understands and acknowledges that TARE is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, TARE and the 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 TARE or the City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. TARE 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 TARE and the 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 TARE or the City.** If TARE is leasing Goods herein, neither TARE nor the City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. TARE and the City are each 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 TARE and the City are each subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with compliance by TARE or the City with the 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 TARE accepts Seller's Bid and awards a contract to Seller based on such Bid, TARE 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 TARE 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.** TARE, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of TARE. If this Agreement is so terminated, TARE shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. TARE'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 TARE 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 TARE 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.



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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 TARE:

Tulsa Authority for the Recovery of Energy
c/o City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to each:

TARE Secretary
City of Tulsa
2445 South Jackson Avenue
Tulsa, OK 74107

TARE Counsel
GABLEGOTWALS – ATTN: Stephen A. Schuller
1100 ONEOK Plaza – 100 West 5th Street
Tulsa, OK 74103-4217

James Mazingo, Buyer
175 E 2nd Street, Suite 575
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 TARE under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of TARE or the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by TARE or 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 TARE 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.** TARE 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 TARE 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. TARE 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 TARE and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without TARE'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.



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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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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 Tulsa Authority for the Recovery of Energy or 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 Tulsa Authority for the Recovery of Energy or 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 on behalf of the Tulsa Authority for the Recovery of Energy (TARE) 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 TARE’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 the written acknowledgement by TARE or the City on its behalf that Contractor 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 TARE 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 TARE 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 TARE 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 TARE 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 by TARE 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 TARE selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
 - O. **“Seller”** shall mean the Bidder whose Bid TARE selected and awarded a contract.



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P. "TARE" shall mean the Tulsa Authority for the Recovery of Energy, a public trust.

Q. "You" or "Your" shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the TARE selected and awarded a contract.

R. "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 TARE or the City. At TARE's or the City's discretion, any information or clarification made to you may be communicated to other Bidders that notified the 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. TARE or the 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, 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. TARE or 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, TARE or the City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to TARE or the City. In the case of existing contracts, you shall give TARE 30 days advance notice in writing of any such proposed changes or substitutions. TARE or the 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 packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by TARE (as evidenced by TARE's execution of the Purchase Agreement) shall constitute a firm contract.



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- 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. TARE will not accept faxed Bids**, nor will TARE accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** Neither TARE nor the 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.** TARE or the City on TARE's behalf 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 TARE or the City.**
- C.** A Bid may be rejected if Bidder is currently in default to TARE or the City on any other contract or has an outstanding indebtedness of any kind to TARE or the City.
- D.** TARE 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 TARE, 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 both TARE and the City, the City, TARE, in its sole



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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 TARE and Bidder/Seller.

15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that TARE 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, TARE 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 TARE's best interest.
16. **IRS FORM W-9.** If TARE selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide TARE with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If TARE 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: TARE@CityofTulsa.org. Payment will be made Net 30 days after receipt of a properly submitted invoice or the TARE's Acceptance of the Goods and/or Services, whichever is later, unless TARE decides to take advantage of any prompt payment discount included in the Bid.

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

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

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TECHNICAL SPECIFICATIONS

SCOPE:

This invitation for Bids (IFB) is being issued by the Tulsa Authority for the Recovery of Energy (TARE or Authority) for refuse & recycling carts for the City of Tulsa (City). AUTHORITY is responsible for refuse & recycling collection, processing and disposal services. It is the intent of TARE to procure carts for the collection of refuse & recycling from approximately 118,179 residential households. It is the intent during the agreement period, as nearly as possible, to purchase all the requirements for the item(s) bid from the firm(s) to which the agreement is awarded.

SPECIFICATIONS:

Product must meet all specifications herein.

MANUFACTURING PROCESSES AND MATERIALS: Each rollout container shall consist of a body, lid, wheels, axle, and necessary accessories. The plastic resin material and the finished container must meet the minimum specifications herein.

MANUFACTURING PROCESS: Each container body must be rotational molded with linear medium density polyethylene (MDPE). All plastic resin must be UV stabilized.

PLASTIC MATERIAL: Base plastic resin for the cart body and lid must be first quality linear polyethylene supplied by a national petrochemical producer such as Dow, Exxon, Mobil, Phillips or Nova Chemicals. Off-spec or wide-spec material is not acceptable.

Bidder must submit technical data sheet(s) from the resin producer, which verifies that the resin to be used in the container body will meet the following minimum property levels:

ESCR -	> 1000 Hours
Elongation -	> 1000%
Density -	0.937-0.940 g/cm ³

RESIN ADDITIVES: The plastic resin must be enhanced with color pigment and ultraviolet inhibitor, which must be uniformly distributed throughout the finished container. All plastic parts shall be specifically prepared to be colorfast so that the plastic material does not alter or fade appreciably in normal use. Containers must be manufactured using a stabilizer package, which maximizes light stable color pigments, ensures for minimal degradation, and protects the plastic resin at the chemical level. The container shall be protected against ultraviolet rays with an ultraviolet stabilizer additive. To ensure thorough distribution of these additives, the resin and additives must be mixed in a molted state using a hot-melt compounding process.-Bidder must submit a statement certifying that all of the plastic resin and additives will be hot-melt blended.

CONTAINER REQUIREMENTS: The rollout containers must be compatible with standard American semi-automated bar-locking lifters (ANSI type B) as well as automated arm lifters (ANSI type G) and function as follows:

ANSI CONFORMANCE: Containers bid herein must meet the requirements of ANSI Z245.30-2008 and ANSI Z245.60-2008 standards for "Type B/G" containers. Bidder must submit independently certified copies of all ANSI test results with bid. Test results must state load (in pounds) under which tests were conducted. The load under which the tests were conducted must be the same as the load rating stated in all literature and specifications. The ANSI Appendix D test for "Loading and Unloading Test for Carts" must clearly state that the required 520 dump cycles under the cart's full rated load were performed on both a Semi-Automated Cart Lifter and a Fully Automated Grabber Arm.

LOAD RATING: Containers must be designed to regularly receive and dump the following pounds of waste materials, excluding the weight of the container, without permanent damage or deformation; the load rating must conform with ANSI Standard Z245.30-2008:

- 96 Gallon** – 335 pounds
- 64 Gallon** – 224 pounds
- 48 Gallon** – 168 pounds
- 32 Gallon** - 112 pounds

WEIGHT: The total weight of the fully assembled container shall be as follows:

- 96 Gallon** – 34 pounds minimum to 38 pounds maximum
- 64 Gallon** – 25 pounds minimum to 29 pounds maximum
- 48 Gallon** – 21 pounds minimum to 25 pounds maximum
- 32 Gallon** – 17 pounds minimum to 21 pounds maximum



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DESCRIPTION

CAPACITY: The total capacity of the container body, excluding the lid, must be 96, 64, 48 and 32 U.S. gallons (+/- 2%). Bidder must include an independent test result according to ANSI Z245.30, Appendix A (Volume Test), certified by an accredited professional engineer, showing the exact capacity of the cart body (to the nearest 0.1 U.S. gallon).

DIMENSIONS: The exterior dimensions of the completely assembled containers shall be as follows:

- 96 Gallon –**
Height: 43.50"
Length: 35.50"
Width: 29.75"
- 64 Gallon –**
Height: 41.75"
Length: 31.50"
Width: 24.25"
- 48 Gallon –**
Height: 37.50"
Length: 28.75"
Width: 23.50"
- 32 Gallon –**
Height: 37.50"
Length: 24.00"
Width: 19.75"

INTERIOR CONSTRUCTION: The interior surface must be smooth and free from crevices, recesses, projections and other obstructions where material inside the containers could become trapped.

RIM OF BODY: The upper rim of each body must consist of a closed tubular design, for maximum strength during collection. The rim must also include a ledge on which the lid rests to create a tight seal between body and lid. The rim of the cart must not be designed to have an inward radius to obstruct free flow emptying of materials out from the container. Rolled over or other rims that are open on the underside are NOT acceptable.

HANDLES: Each container must be equipped with two (2) handles, each a minimum of 1" diameter. The handles and handle mounts must be an integrally molded part of the container body. The handles shall be designed to afford the user positive control of the loaded cart at all times. The handles must not have the ability to rotate on their own axis at any time. Handles which are molded as part of the lid are unacceptable. Bolted-on handle mounts or bolted-on handles are unacceptable.

LID: The lid shall be configured to ensure that it will not warp, bend, slump, or distort such an extent that it no longer fits the container properly or becomes otherwise unserviceable. The lid must be crowned in shape and designed to disallow entry of rain when in the closed position. The lid must open from a closed position through a full 270° arc without stressing the lid, its hinges or the container body. Living hinges and lid counter weights are unacceptable. Lid latches are unacceptable. Lid must be capable of being imprinted with custom hot stamp, heat transferred label, or in-mold label technology.

BOTTOM: The bottom of the container must have a molded-in wear strip to protect against dragging. Container base must be impact resistant at all points (four corners and the center) of the base for durability. Screw-on, bolt-on, or pop-on wear guards are unacceptable.

WHEELS: Wheels shall be 10" diameter and 1.75" wide with knobby treads, except the 32 gallon cart shall be 8" diameter and 1.75" wide with knobby treads. The 10" diameter wheels must be blow molded high density polyethylene capable of supporting 200 pounds per wheel, and the 8" diameter wheels must be blow molded high density polyethylene capable of supporting 150 pounds per wheel.

AXLE: The axle must be 5/8" diameter zinc plated solid high strength steel fully supported by cart body. Axle must slide through two molded-in plastic journals in the cart bottom and must not be exposed to contents inside of container. Each molded-in axle journal must be at least 1" wide. Axles attached by means of bolts or rivets are unacceptable.

STABILITY: Each container shall be stable and self-balancing when in the upright position, either loaded or empty. The container must be designed to withstand winds of up to 35 mph when empty. Containers must be easy for a citizen to tilt to the roll position when fully loaded while keeping both feet on the ground. Any container which is judged as too difficult to tilt when loaded to maximum capacity of material will be disqualified. Containers that require a foot fulcrum to assist in tilting the container are unacceptable.

LIFT SYSTEM: Each container shall be equipped with attachment points which make it compatible with standard American semi-automated bar-locking lifters and fully-automated arm lifters. The upper lift point must be integrally molded into the body of the



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container. The lower lift bar must be designed to withstand over ten (10) years of lifter attachment, and must be 1" diameter galvanized steel. It must freely rotate a full 360° on its own axis. The lower bar must be mounted in molded-in plastic bearings so that it is not exposed to the contents inside the container. The lower bar must be factory installed and cannot be attached by means of rivets, screws, bolts, fasteners, etc. Containers with bolted on lower bars or plastic lower bars are NOT acceptable. Metal lift bar must be replaceable if damaged.

NESTABILITY: All larger sizes of containers must be designed so that each fully assembled container can be stacked inside another fully assembled container for maximum efficiency in storage and delivery. Containers that will not nest one inside another when fully assembled are NOT acceptable. An axle and wheel assembly mounted in moveable slides or pivots is not acceptable.

COLOR: The container body color shall be special "granite-like" body colors in base colors of blue and gray, plus other colors of brown, green and black, with solid Black (and optional Blue) color lid. These granite colors shall feature a pebble-like finish with multi colors in the surface blending together to create a granite-like visual impression. Surface treatments, spray-on finishes and materials that are not homogenous are not acceptable. Bidder must submit color chips of all solid and granite colors available. All refuse carts must be uniform in color, with sample approved by TARE. In addition, all recycling carts must be uniform in color and approved by TARE.

MARKINGS: Each container must be permanently marked with letters/numbers, as follows:

SERIAL NUMBERS: Each container must have a serial number hot stamped in white on the front face of its body. The serial number shall be preceded by a letter or number code which designates the year of manufacture. Serial numbers shall be in sequence beginning with a number designated by the City. The bidder will maintain a file that will identify the date of manufacture by the serial number.

CONTAINER LOGOS: A custom City of Tulsa logo shall be permanently stamped (using hot stamp or other similar process) into each side of the cart.

IML Lid Label: TARE will design a logo that must be affixed to the lid portion of the container that will identify recycling instructions to the City of Tulsa residents. This logo will be in the form of an in-mold label.

IML LABEL SPECIFICATIONS: The In-Mold Label must comply with the following instructions:

PRICING: In-Mold Label for containers shall be one price per container for label design, layout, proofing, color printing, ultra violet ray protection, placement on the lid of the container, and original container order quantity. Additional/subsequent container orders will be priced at the time of order and based on quantity.

MANUFACTURING PROCESS: In-Mold Labels shall be permanently molded into the container lid. Labels should not wear or peel from normal uses. It shall have ultra-violet and other protection from the effects of the sun.

COLOR AND GRAPHICS: The In-Mold Label shall be 4-color and contain images and language representing recycling commodities deemed acceptable for this program. All proofs for the label shall be submitted to TARE for approval as part of the price request.

SIZE: The size of the label for the 95-gallon and 65-gallon lid shall be at a minimum 4 inches by 12 inches. The size of the label for the 35-gallon lid shall be at a minimum of 3 inches by 11 inches.

USER INSTRUCTION: Instructions for the safe use of the container must be molded into the lid of each container. Instructions shall be approved by TARE.

LOAD RATING: The load rating of the container must be raised-relief molded into the lid. Load rating shall be stated in both pounds and kilograms.

RFID AND BAR CODE INTEGRATION SPECIFICATIONS

RFID & Bar Code Integration: TARE would like to receive 95/64/48/32 gallon containers that are RFID and Bar Code integrated.

RADIO FREQUENCY IDENTIFICATION: All carts must contain passive radio frequency identification (RFID) tags utilizing ultra-high frequency (UHF) range. All RFID tags must be installed (with no exposure to the outside elements) so that tags are not visible to the customer and are tamper-resistant. An 8-9 digit Serial Number and associated Bar Code shall be branded on the front of each container. Adhesive or Sticker RFID tags will not be acceptable. In addition RFID tags placed inside of the container are unacceptable. Bidder is responsible for missing or damaged RFID tags.

RFID TAG ASSOCIATION: An association between each container's RFID Tag, Bar Code and Serial Number must be recorded at the manufacturing facility. It is the manufacturer's responsibility to provide and maintain a data base for the City of Tulsa that includes the



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association information. The database must include each container's RFID Tag, Serial Number, Date of Manufacture, Location of Manufacturer, Cart size and Cart type. It is expected that the manufacturer will maintain this data base for the life of the agreement and provide additional association information for future container purchases.

RFID Inlay Specifications: The RFID inlay must be passive UHF and have an optimal operating frequency of 860- 960 MHz and have an operating temperature of -40 degrees F to + 149 degrees F. The dry inlay must meet ISO/IEC 1800-6C and EPC global C1G2 protocol. The inlay substrate must be heat treated PET. The inlay must be sandwiched between a minimum of two-0.005" polyester SmartCard material using heavy duty P7 permanent adhesive.

EXPERIENCE/COMPLIANCE:

The Bidder must adhere to following experience qualifications:

EXPERIENCE: The bidder must have at least (10) yeas in the USA of continuous production /manufacturing of injection or rotational molded containers for use in automated and semi-automated system.

REFERENCES: Bidder must submit with its bid a reference list of municipalities currently using the bidder's products. The list must include at least 10 municipalities who currently use have at least 60,000 carts in service. Include the name of the municipality, year of installation, contact person, phone number, and quantity for each reference. Failure to include these will result in bid disqualification.

WARRANTY

The bidder must submit with its proposal a copy of exact warranty offered for the universal refuse carts. The warranty must be for no less than (10) full years and must specifically provide for no charge replacement of any component parts that fail in materials of workmanship for a period of ten (10) years after installation. The bidder's warranty is understood to include, whether stated in Bidder's warranty or not, the following coverage:

- Failure of the lid to prevent rainwater from entering container when lid is in closed position.
- Damage to the container body, lid or any component parts through opening or closing the lid.
- Failure of the lower lift bar from damage during interface with standard ANSI-approved lifting devices.
- Failure of the body and lid to maintain their original shape.
- Damage or cracking of the container body through normal operating conditions.
- Failure of wheels to provide continuous easy mobility as originally designed.
- Failure of any part to conform to minimum standards as specified herein.

If bidder is owned by another business entity, then the owning entity must also accept full financial responsibility for the warranty of the bidder. The bidder must submit with their bid a letter from the owning entity which clearly states its obligation and commitment to honor the warranty of the bidder, should the bidder ever be in a position not to do so. Such a letter shall be signed by the owning entity's officer authorized to bind the entity and notarized.

PRICE ADJUSTMENTS

Prices quoted in response to this Bid solicitation shall be firm for the first 90 days of the agreement period. After 90 days, prices may be subject to revision and such changes shall be based on resin fluctuation during that period. Should the market price of resin increase or decrease from the initial units bid price, the increase/decrease shall be passed on to the City of Tulsa after the initial order and throughout the term of the agreement. There will be no more than one (1) price adjustment per quarter. Requests for price changes shall be received in writing at least ten (10) days prior to the effective date and are subject to written acceptance from TARE before becoming effective. The Seller, during the last month of each quarter, (March, June, September and December) shall submit the Chemical Data Monthly Petrochemical & Plastics Analysis report or the Plastics News Report for LLDPE resin pricing. Quarterly price adjustments for carts and recycling bins shall be revised as a result of increases or decreases in resin per pound in accordance with the change in as documented by the Chemical Data Monthly Petrochemical & Plastics Analysis Report or the Plastics News Report. The increase /decrease will be reflected in the unit price per cart for the term of the agreement, for the amount of resin per pound per cart. The validity of a request for a price change shall be the responsibility of the Bidder. TARE reserves the right to accept or reject any price increase(s) and to cancel any and all item(s) under the agreement for which price increase(s) is/are considered unacceptable.

DELIVERY REQUIREMENTS:

Cart delivery will be to:
4241 S Galveston Ave.
Tulsa OK 74107

CARTS WILL BE DELIVERED FULLY ASSEMBLED WITH LIDS ATTACHED AND WHEELS ON BOTTOM CART



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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:

_____ Delivery in days following Date Order Placed

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

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1.	96-gallon carts completely assembled	1,500		
2.	64-gallon carts completely assembled	650		
3.	48-gallon carts completely assembled	650		
4.	32-gallon carts completely assembled	650		
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