

# Invitation for Bid (IFB)

## TAC 812C

**Supplies or Services Requested:** Elevator Maintenance & Service – OTC (One Technology Center)

**Department:** Asset Management Department

**NIGP Commodity Code(s):**  
910-13

### Solicitation Schedule

EVENT	DATE
IFB Issue Date	8/7/2024
Pre-Bid Conference	None
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	8/19/2024 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	8/28/2024

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

Julie Miller | [jamiller@cityoftulsa.org](mailto:jamiller@cityoftulsa.org)  
*All questions should be emailed with TAC 812C on the subject line.*

**Submit Bids (sealed) to:**

City of Tulsa – City Clerk’s Office  
 175 E. 2<sup>ND</sup> St., Suite 260  
 Tulsa, OK 74103

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



**CITY OF**  
**Tulsa**  
 A New Kind of Energy.

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The goal of this solicitation is to secure a source to provide Elevator Maintenance & Service at One Technology Center for use by the Asset Management Department of the City of Tulsa.

### 2. Term of Contract

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

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

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

#### ***Authorized Agent***

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an **"Authorized Agent."** An **Authorized Agent** means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the **Authorized Agent** for each of the following types of entities is as stated below:

- **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) 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 certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature. (See IFB Section VI for sample of a Certificate of Secretary)
- **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)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature. (See Section VI for sample of a Consent of Members)

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

## II. SCOPE OF SERVICES AND SPECIFICATIONS

### 1. Scope of Services

The City is requesting Bids for Elevator Maintenance & Service at One Technology Center for use by the Asset Management Department of the City of Tulsa.

#### **Delivery Requirements**

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the 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.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

### 2. Specifications

Bids will only be considered from Bidders who are regularly established in the elevator sales and service business and who in the judgment of the City of Tulsa are financially responsible and able to show evidence of their reliability, ability, experience, equipment facilities and persons directly employed or supervised by them to render prompt and satisfactory service.

All elevator operations, tests, inspections, maintenance, alterations, or repairs performed under this Agreement shall be in strict compliance with the requirements for such activities stated in the latest edition of the American National Standards Institute/American Society of Mechanical Engineers publications **ASME A17.1-2000** or the latest ASME A17.1 code version adopted by the City of Tulsa during the Agreement period.

Bidders shall comply with the requirements set forth in the Oklahoma Department of Labor **Elevator Safety Act and Administrative Rules 59 O.S. § 3020, et seq. OAC 380:70.**

#### **TECHNICAL SPECIFICATIONS:**

**SERVICE: This Agreement is a full-service, all-inclusive maintenance and repair Agreement.**

1. Seller shall furnish all necessary labor, supervision, tools, equipment, parts, supplies, transportation, and all effort necessary to perform the required maintenance, repair and callback service on all elevators listed 24 hours a day 7 days a week.
2. All service calls, regardless of time of day or day of the week, are at no additional cost to the City and include the cost of parts to perform repairs. Exceptions to this are service calls caused by vandalism, or damage caused by acts of God. Trip charges are allowed on billable service only.
3. Due to the nature of this City of Tulsa facility operating on a seven day/twenty-four-hour schedule, the Seller shall be available to the City of Tulsa for these services 365 days per year, 24 hours per day.
4. Seller's mechanic must check in and out with the City of Tulsa Representative on each visit to the One Technology Center and or OTC Parking Garage. Removal of elevators from service shall be coordinated with and approved by Building Operations in writing.

5. Additionally, requested calls for entrapments shall be included in the full maintenance cost.
6. **On-site mechanics shall perform preventative maintenance tasks a minimum of 3 hours per month for each traction unit and a minimum of 1 hour per month for each hydraulic unit.**
7. The Seller agrees to accept full responsibility for the elevators as covered under these Specifications and is to leave them in first class condition on the Agreement termination date.

**BIDDER QUALIFICATIONS:**

1. The Bidder must be in the elevator service business a minimum of five- (5) consecutive years and maintained an office in the City of Tulsa for a minimum of three- (3) years.
2. The Bidder must have satisfactorily maintained the manufacturer's elevators of the grade and to the degree included in the Specifications hereinafter described for a period of at least three (3) years. **Proof of these requirements should accompany Bid package.**
3. Bidder shall be responsible to procure all required licenses and permits when and where applicable. **Copy of such should accompany Bid package.**
4. In the performance of this Agreement, the Seller agrees to abide by all laws, codes, rules and regulations set forth with regard to the equipment by municipal or state authorities having jurisdiction in effect on the date of this Agreement.
5. The Seller's service truck fleet shall carry sufficient supply of test equipment, tools, materials, and parts needed to repair elevator equipment. **All repair parts shall be OEM (original equipment manufacturer).** Building Operations shall verify these requirements via a formal inspection after Bid submittals and prior to Bid award. All equipment/tools and procedures used by the Seller must meet OSHA regulations. **The Seller must have access to the latest software from the manufacturer to assist in maintenance of the elevators.**
6. Service vehicles used by the Seller shall be conspicuously identified with the Seller's company name.
7. The Seller shall perform the work in a way to minimize disruption to the normal operation of building tenants. Upon completion of work the Seller is responsible for cleaning and removing from the job site all debris, materials, and equipment associated with the work performed.
8. The Seller shall make necessary repairs in such a manner that does not damage City of Tulsa property. In the event damage occurs to City of Tulsa property, or any adjacent property by reason of any repairs or installations performed under this Agreement, the Seller shall replace or repair the same at no cost to the City of Tulsa. If damage caused by the Seller has to be repaired or replaced by the City of Tulsa, the cost of such work shall be deducted from the monies due the Seller.
9. **Seller must have a phone number where they can be contacted within thirty- (30) minutes, seven- (7) days per week for emergencies.**

In the event the work performance of the Seller is unsatisfactory, the Seller will be notified by the City of Tulsa and be given one day to correct the work. Labor for all rework will be at no cost to the City of Tulsa.

The City of Tulsa Buildings Operations section shall decide all questions or interpretations, which may arise as to the quality and acceptability of any work, performed under this Agreement

**MAINTENANCE PERSONNEL QUALIFICATIONS:**

**1. SERVICE TECHNICIANS:**

Only trained service technicians are to perform work as stipulated in this Agreement. Service technicians assigned by the Seller must be thoroughly trained in all respects to perform the maintenance and repairs, which may become necessary during the term of this Agreement.

The Seller shall have and maintain backup technicians who are completely trained in all respects to assume the responsibilities of the maintenance of the elevators covered by this Agreement, in the event of sickness or other causes of absence of the regularly assigned technician.

The Seller must stand ready to provide adequate proof, satisfactory to the City of Tulsa Building Operations Section or designee, that the technicians are properly qualified to perform this work, prior to any award of Bid.

**2. REPAIR CREW:**

In addition to the regularly scheduled (routine) maintenance technicians, the Seller shall have, maintain and supply as needed a minimum of two (2) full-time service repair teams skilled in the execution of any and all repairs which may become necessary at this facility during the term of this Agreement.

**3. DRESS AND IDENTIFICATION:**

The Seller's employees shall be neatly dressed at all times while at this facility and shall wear identification bearing Seller's name.

**4. REQUIRED BACKGROUND CHECKS:**

Due to the nature of providing service to all types of City of Tulsa agencies, the Seller's staff assigned to this Agreement shall be required to obtain clearances/ID badges.

This requirement is essential due to the need to access areas within the One Technology Center. Seller shall not assign new employees to City of Tulsa sites unless background checks have been approved and ID badges issued.

No one except authorized employees of the Seller is allowed on the premises of City of Tulsa Buildings. Seller's employees are NOT to be accompanied in their work area by acquaintances, family members, assistants, or any other person unless said person is an authorized employee of the Seller.

**REMOVAL OF SELLER'S EMPLOYEES:**

The City of Tulsa may require that the Seller remove from the job covered by this Agreement any employee who endanger persons or property or whose continued employment under this Agreement is inconsistent with the interest of City of Tulsa.

**SERVICE HOURS/RESPONSE TIME:**

1. **REGULAR SERVICE** shall be work performed between 6:00 AM to 6:00 PM, Monday through Friday, excluding City of Tulsa holidays.
  - Response time shall be one (1) hour on-site for the **One Technology Center**.
2. **AFTER HOURS SERVICE** shall be work performed after 6:00 PM and before 6:00 AM the next morning for Monday through Saturday work.
  - Response time shall be one (1) hour on-site for the **One Technology Center**.
3. **SUNDAYS & HOLIDAYS** shall be work performed during Sundays or during any City of Tulsa holiday.
  - Response time shall be one (1) hour on-site for the **One Technology Center**.
4. **ENTRAPMENTS:**
  - A. **During regular service hours:**
    - Response time shall be twenty- (20) minutes for the **One Technology Center**.
  - B. **All other times:**
    - Response time shall be one (1) hour on-site for the **One Technology Center**.

**SITE EXAMINATIONS:**

It is suggested that Bidders examine all the listed units herein and take inventory of existing condition of all items. Any maintenance or repair needed after award of Bid will be Seller's responsibility, at agreed upon rate of pay. Inspection of units will be available to any Bidder wishing to examine such.

Failure to visit site will in no way relieve the Seller from the necessity of furnishing all labor, materials and equipment or performing any work required to complete work specified herein without additional cost to the City.

**For technical assistance or to arrange a site inspection, please contact Building Operations/Plant Operations at 918-596-9385.**

**INTERNET REPORTS:**

**SERVICE, PREVENTATIVE MAINTENANCE, REPAIRS AND EMERGENCY CALL REPORTS:**

Seller shall provide a customer oriented, online service activity reporting system. This reporting system shall allow City's representative to monitor Seller's maintenance, repair and service call activity. The system shall be capable of access via the Internet any time, day or night. City shall have the ability to view service tickets associated with a single elevator, for all the elevators at the location being serviced, or across an entire portfolio. Seller agrees to provide a user name and password to City and/or City's Representative via Seller's Internet website, for access to maintenance, repair and service call activity.

Reports shall be detailed and contain information such as the following:

- (a) Requesters Name
- (b) Problem reported
- (c) Response time for mechanic arrival
- (d) Time work is completed
- (e) Description of problem with elevator and repairs made
- (f) Number of calls year to date on each elevator
- (g) Number of man hours year to date on each elevator
- (h) Was Elevator occupied during failure?
- (i) How long to respond to entrapment

**RIGHTS IN DATA:**

The City of Tulsa shall have the use of data and reports resulting from this Agreement without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

**EXCLUSIONS:**

The following work is excluded from this Agreement and is not the responsibility of the Seller.

- (a) Main power supply feeders, switches and fuses (outside elevator equipment room).
- (b) Emergency power supply feeders, switches and fuses, which do not connect directly to the elevator control equipment.
- (c) Components of combustion detectors for fire recall purposes.
- (d) Car enclosure finishes and lighting lamp hoist way enclosures hoist way door panels, telephone equipment, faceplates, frames and sills.
- (e) Vandalism: Damage to equipment caused by vandalism shall not be included in this Agreement. All labor and parts for repairs due to vandalism shall be billed at the labor rates and material cost markup shown in Exhibit A.
- (f) Acts of God: Damage to equipment caused by acts of God shall not be included in this Agreement. All labor and parts for repairs due to acts of God shall be billed at the labor rates and material cost markup shown in Exhibit A. Acts of God are damage caused by outside forces, out of the control of the Seller such as a tree falling into elevator.
- (g) Installation of new devices as may be recommended or required by insurance companies or by federal, state, municipal or other government authorities. However, once installation has been completed, servicing of the new devices shall become part of the Agreement at no additional charge.
- (h) The repair and maintenance of the fire circuit on the elevator system except for testing.
- (i) Underground piping.

**ELEVATOR OUT OF SERVICE MORE THAN FIVE DAYS:**

If an elevator is down for five consecutive calendar days (exception: modernization), on the sixth day and every day thereafter, the Seller shall deduct from the monthly invoice a prorated amount equal to 1/14th of the total monthly cost, proportionate to the quantity of elevators in the building, for each day until the unit is restored to full service.

Under the full repair and maintenance program, the Seller shall maintain the following, repair or replacement parts as necessary, but not limited to

**1. TRACTION ELEVATORS:**

- A. Machine drive sheave, drive sheave shaft bearings, brake pulley, brake coil, brake contacts, linings and component parts, gears, worms, thrusts.
- B. Motor and motor generator, motor and generator windings, rotating element, commutator, brushes, brush holders and bearings, SCR variable voltage drives and components.
- C. Controllers, selector and dispatching equipment, all relays, solid state components, resistors, condensers, transformers, contacts, leads, dashpots, timing devices, computer devices, steel selector tape or cable and mechanical and electrical driving equipment.
- D. Governor, governor sheave and shaft assembly, bearings, contacts and governor jaws.
- E. Deflector, car and counterweight sheaves, bearings, car and counterweight buffers, car and counterweight guide rails and brackets, top and bottom limit switches, governor tension sheave assembly, compensating sheave assembly, counterweight and counterweight guide shoes including rollers and gibs.
- F. Hoist way door interlocks, hoist way door hangers, bottom door guides and auxiliary door closing devices. Automatic door operator, car door hanger, car door contact, all door protective devices, load-weighing equipment, car frames, car safety mechanism, platform, platform flooring, elevator car guide shoes, gibs and rollers, signal and operating fixtures including lights, buzzers and gongs and all signal and operating fixtures.
- G. Renew all wire ropes as often as is necessary or if 'bleeding' or fraying occurs to maintain an adequate factor of safety and equalize the tension on all hoisting ropes.
- H. Repair or replace conductor cables and hoist way and machine room elevator wiring, as included in the full maintenance service at no additional cost to the City of Tulsa.
- I. Shorten and re-shackle hoist cables if stretching of ropes makes this necessary.
- J. The Seller shall check the condition and operation of the scanning device and safety edges on car doors and of light rays on car at every visit and, if light rays are inoperative, shall repair them within 24 hours. If, in the Seller's opinion, the light rays are not maintainable, he shall replace them at no cost to the City of Tulsa.

**2. HYDRAULIC ELEVATORS:**

- A. Pumping plant, valves, exposed piping, fittings, pistons (unless damaged by corroded cylinder failure), packing, tank, heaters and mufflers.



- B. Materials covered by traction elevators as applicable.
- C. Furnish all oil, lubricants, packing and other materials required.

**REPLACEMENT PARTS:**

The Seller shall keep in each machine room an adequate supply of contacts, switch parts, coils, contacts, springs, holders, resistors, relays, lamps, condensers, tubes, transformers, car and hall buttons, fuses and other parts which are required for immediate replacement together with an adequate supply of lubricants and wiping rags. All supplies shall be stored in metal cabinets or shelves and shall remain on the premises. Provide closed metal containers for oily rags. All replacement parts shall be obtained from the original manufacturer unless approved by City of Tulsa in writing.

**OBSOLETE PARTS:**

The Seller shall have the resources to access parts that are found to be obsolete. Obsolete parts must be brought to the attention of the Building Operations staff. If it is found that parts cannot be replaced due to obsolescence and not available from any source, the Seller shall:

- 1. Manufacture a replacement part
- 2. Repair/rebuild the obsolete part
- 3. Recommend to the City of Tulsa other alternatives and/or upgrades.

Seller shall certify that the original equipment manufacturer's major machine components such as motor elements, machine assemblies, worm gears and other special parts, not stocked locally, can be delivered by air freight within 48 hours should emergency conditions warrant. Any such deliveries shall, however, be at no additional cost to the City of Tulsa (Except for vandalism or acts of God).

**PERFORMANCE REQUIREMENTS:**

Elevators shall be adjusted to meet the following basic performance standards and shall maintain these standards for the life of the Agreement:

- 1. Operating characteristics:
  - a) Starting, acceleration, stopping, leveling shall be smooth and free from jars or bumps.
  - b) Full speed riding shall be without swaying or vibration.
  - c) Elevator and door operation shall be quiet.
  - d) Stop made upon operation of emergency stop switch shall be more rapid than routine stop but not violent.
  - e) Door pressure shall be maintained below thirty- (30) pounds.
  - f) Maintain accurate leveling of  $\pm 3/8$ " under all loading conditions, floor-to-floor times, and cycle times.
- 2. Group Supervisory System: Keep duplex and group contact system operating at design criteria at all times.

**PERIODIC INSPECTIONS AND TESTS: ASME A17.1-2000 SECTION 8.11**

1. All periodic inspections and tests are to be made without additional cost to the City of Tulsa.
2. The Seller shall not be liable for damages to the equipment or building resulting from these tests.
3. All periodic inspections and tests shall be coordinated with Building Operations before proceeding to minimize interruptions.
4. The Seller shall provide all equipment/materials, signs, barricades, safety equipment, etc. for the elevator testing.

**TESTS FORMS:**

Seller shall create a form for each test performed in this section, at the specified intervals, which describes the tests, and deliver a signed copy to the City of Tulsa after a successful test has been concluded. This form will also describe any malfunctions along with any corrective action taken.

1. FIRE SERVICE CIRCUITS:

Elevators provided with fire service or other special circuits shall be tested semiannually to make certain that these devices are operating correctly and as designed.

Seller shall advise the City of Tulsa at least one week in advance of these tests so that the City of Tulsa's representative can accompany the mechanic at the scheduled test. These tests will be scheduled after normal working hours or weekends. The repair and maintenance of the fire circuit on the elevator system shall not be the responsibility of the Seller.

2. HYDRAULIC FLUID TEST:

During the first year and every year thereafter, the Seller will sample fluid on all hydraulic elevators. The sample will be forwarded to an approved laboratory for analysis. Analysis reports will be forwarded to the City of Tulsa. The Seller shall take the necessary corrective action on all discrepancies noted by the Analysis Report.

3. ANNUAL NO-LOAD AND FULL-LOAD TEST/SAFETY MECHANISMS TEST:

The Seller shall examine periodically as required, the car safety devices and governors and conduct an annual no-load-test and shall, perform a full-load, full-speed test of the safety mechanism, over-speed governors, car and counterweight buffers every five (5) years. The car balance shall be checked electrically and the governor adjusted. If required, the governor shall be recalibrated and sealed for proper tripping speed. The City of Tulsa representative responsible for that building shall witness these tests and a written report shall be furnished by the Seller indicating the results of such test.

4. SEMI-ANNUAL INSPECTION BY LOCAL MUNICIPALITIES:

**It shall be the Seller's responsibility to coordinate with municipal authorities should they require their presence during such test.**

**MAINTENANCE, REPAIR, AND REPLACEMENT: ASME A17.1-2000 SECTION 8.6**

1. All maintenance repairs or replacements made necessary through normal use, wear and tear are to be made without additional cost to the City of Tulsa.

2. All extensive repairs or replacements shall be coordinated with Building Operations before proceeding to minimize interruptions.
3. Re-lamping of signals is required during regular monthly examinations or as necessary.
4. The Seller shall provide all “Out-of-Service” signs, barricades and safety equipment for the Seller’s employees assigned to the work.

**SCHEDULED PREVENTATIVE MAINTENANCE:**

All scheduled (routine) preventative maintenance hours worked by the Seller’s employees shall be scheduled elevator-by-elevator prior to commencement of Agreement and subject to final approval of Building Operations. The preventative maintenance schedule, as prepared by the Seller, must show building name, elevator serial number, planned examination frequency, planned examination hours and be keyed to preventative maintenance schedule published by the original equipment manufacturer or approved by the City of Tulsa representative in writing.

The City reserves the right from time to time to employ others to make such tests as to the condition, speed and safety of the elevators as they may deem advisable and if found the elevators are not up to proper standards, the City may immediately demand that the elevators be brought into compliance and if the demand is not promptly complied with, the City may enter an agreement with others to perform such work and deduct the total cost thereof from the Seller’s monthly charges for the service specified.

**ELEVATOR HOUSEKEEPING:**

Within the first three (3) months following the commencement date of this Agreement, the Seller shall thoroughly clean all elevator hoist ways, pits, car tops and machine rooms. In addition, during the same period of time, all car and hoist way door tracks, hangers, interlocks and closures shall be cleaned, lubricated and adjusted. Scheduled cleaning must be on going and at the following minimum intervals or more frequently, where conditions warrant.

- (a) Quarterly: Car tops, pits, machine rooms
- (b) Semi-Annually: Hoist ways and door equipment

The exterior of the machinery and any other parts of the equipment subject to rust shall be properly prepared, then painted and kept presentable at all times. The motor windings and control coils are to be periodically treated with proper insulating compound.

The Seller shall promptly remove all debris resulting from any work. Debris such as wiping rags, empty oil cans, trash from pits, etc. will be put in closed metal containers as directed by the City of Tulsa and properly disposed of by the Seller.

**WIRING AND CONSTRUCTION PRINTS:**

All wiring and construction printing or diagrams of elevator systems covered under this Agreement are the property of the City of Tulsa and upon termination of this Agreement shall be delivered to the City of Tulsa. All changes in circuitry made by the Seller shall be approved by Building Operations in writing and properly recorded on the diagram including date of change and name of person making same.

**KEYS:**

All keys used on the elevators for the purpose of maintenance or service are the property of the

City of Tulsa Building Operations, and, upon termination of this Agreement shall be delivered to Building Operations. Keys include, but are not limited to: machine room keys, hoist way access, service cabinets, light and fan, photo eye, lockouts, fire emergency, emergency service, electrical cabinets, spare parts cabinet and emergency exit. Keys shall not be duplicated for any reason without permission from the City of Tulsa.

**UPGRADES:**

If it is determined that elevator controls/mechanisms have become obsolete due to technical advancements, the Seller may be asked to provide a written cost estimate to the City of Tulsa, as this will be a billable item. The City of Tulsa reserves the right to acquire cost estimates outside this Agreement to ensure pricing is fair and reasonable.

**RIGHT TO INSPECT:**

1. The City of Tulsa may elect to have the performance of specific elevators evaluated and test witnessed by a neutral party at intervals not more frequent than annually. The Seller shall provide the necessary manpower and tools, instruments, test weights, etc. required without additional cost to the City of Tulsa to conduct the tests.

**The cost (if any) of the neutral party; shall be incurred by the City of Tulsa.**

2. The City of Tulsa may retain the services of an independent elevator consultant to inspect the elevator performance covered under this maintenance Agreement. These inspections may be made on a yearly basis during the course of this Agreement.

**The cost (if any) of this independent consultant shall be incurred by the City of Tulsa.**

5. The Seller shall issue the results of these inspections to the City of Tulsa. If noncompliance items are included in the report, the City of Tulsa will issue a punch list to the Seller who shall complete those items within (30) thirty days after notice at no additional cost to the City of Tulsa providing the punch list items are covered under the maintenance program.

**TECHNICAL TRAINING TO CITY OF TULSA STAFF:**

The Seller shall be required to provide technical training for elevator systems to City of Tulsa staff.

- The Seller shall be given advance notice to prepare, research, and schedule staff in order to provide an adequate presentation.
- These training sessions will be on-request by Building Operations staff. The training requested may be for old or new technology.
- The training will be held at a City of Tulsa facility, or if deemed necessary, the Seller's facility.
- Training aids if necessary, (i.e., service manuals, mock-up equipment; etc.) shall be provided by the Seller.
- Technical training shall be performed during regular City of Tulsa business hours.
- The City of Tulsa under a separate purchase order may purchase Service manuals.

**OFFSET FOR DAMAGES:**

In addition to all other remedies at law or equity, the City of Tulsa may offset from any money due to the Seller any amounts Seller owes to the City of Tulsa for damages resulting from breach or deficiencies in performance under this Agreement.

**RETENTION OF RECORDS:**

The Seller agrees to retain all financial books, records, and other documents relevant to this Agreement for five (5) years after final payment or until after the resolution of any audit questions which could be more than five (5) years, whichever is longer. The Asset Management Department, Federal or State auditors and any other persons duly authorized by the Asset Management

Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

**ADEQUACY OF RECORDS:**

If the Seller's books, records and other documents relevant to this Agreement are not sufficient to support and document that allowable services were provided, the Seller shall reimburse City of Tulsa for the services not so adequately supported and documented.

**AUDIT DISALLOWANCES:**

If at any time it is determined by the City of Tulsa that a cost for which payment has been made is a disallowed cost, the City of Tulsa shall notify the Seller in writing of the disallowance and the required course of action, which shall be at the option of the City of Tulsa either to adjust any future claim submitted by the Seller by the amount of the disallowance or to require repayment of the disallowed amount by the Seller forthwith issuing a check payable to City of Tulsa.

**CHANGES IN SCOPE OF WORK:**

**Changes by the City of Tulsa**

The City reserves the right to add elevators to the Agreement provided that the price quoted by the Seller for additional service is supported by Labor Rates & Material Cost Markup listed in "Exhibit A".

The City reserves the right to modify this Agreement at any time by (temporarily) removing as needed monthly maintenance service to each elevator covered by this Agreement. Such changes shall be confirmed in writing and adjustments made to the monthly invoices during the removal.

**Changes by the Seller**

The Seller shall not change or alter the existing elevator equipment or any electrical circuits, wiring, controls, or sequencing without written authorization from the City of Tulsa. If changes are authorized, the Seller shall make appropriate revisions to the elevator drawings and/or specifications. All parts or components installed, or improvements made by the Seller during the term of this Agreement shall become and remain the property of the City of Tulsa.

**SAFETY REQUIREMENTS:**

In the performance of this Agreement, the Seller shall take such safety precautions as the City of Tulsa Building Operations' staff or designee may determine to be reasonably necessary to protect the lives and health of occupants of the building. The City of Tulsa Operations' or designee will notify the Seller of any non-compliance with the foregoing provisions and the action to be taken. The Seller shall, after receipt of such notice, immediately correct the conditions to which his attention has been directed. Such notice, when served on the Seller or his representative at the site of the work, shall be deemed sufficient for the purpose aforesaid. If the Seller fails or refuses to comply promptly, the City may issue an order stopping all or part of the work and hold the Seller in default.

### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email Cheryl Quin at [purchasing@cityoftulsa.org](mailto:purchasing@cityoftulsa.org) or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.  
**No Pre-Bid Conference**
3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

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

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

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

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

**Exceptions to Timeliness Requirement**

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

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

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

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

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

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

**IV. BID EVALUATION AND AWARD**

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

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

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

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

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.



## V. BID PROCESSING

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

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

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

- Insurance:**

Yes:  No:

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

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

General Liability coverage of at least one million dollars for injury or death of any number of persons in any one occurrence.

General Liability coverage of at least a million dollars for property damage in any one occurrence.

**Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

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

- Bonding:** Yes:  No:

5. **Federal Funding:** Yes:  No:

6. **References:** Yes:  No:

If yes, number of references required: 2

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

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

## VI. SAMPLE FORMS

### Certificate of Secretary

The undersigned \_\_\_\_\_ (Assistant) Secretary of \_\_\_\_\_, a \_\_\_\_\_ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

RESOLVED, that \_\_\_\_\_ is authorized to execute and enter bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
(Assistant) Secretary

---

### [NAME OF COMPANY], LLC

### Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by \_\_\_\_\_ [name of Authorized Representative] on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_. [Date must be dated date authorized representative signed or up to 30 days before the authorized representative signed]

\_\_\_\_\_  
[Signature]

Name Printed: \_\_\_\_\_

\_\_\_\_\_  
Title

Name Printed: \_\_\_\_\_

\_\_\_\_\_  
[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

## EXHIBIT A – DELIVERY AND PRICING

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

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

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

**Pricing:**

**On site mechanics shall perform preventative maintenance tasks a minimum of 3 hours per month for each traction unit and a minimum of 1 hour per month for each hydraulic unit.**

Item	Location	Manufacturer	Type	Landings	Monthly Cost
1A	One Technology Center 100 S. Cincinnati	Thyssenkrupp Elevator Corporation	#1---Traction Passenger	9	\$ _____
		Thyssenkrupp Elevator Corporation	#2---Traction Passenger	9	\$ _____
		Thyssenkrupp Elevator Corporation	#3---Traction Passenger	9	\$ _____
		Thyssenkrupp Elevator Corporation	#4---Traction Passenger	9	\$ _____
		Thyssenkrupp Elevator Corporation	#5---Traction Passenger	9	\$ _____
		Thyssenkrupp Elevator Corporation	#6---Traction Passenger	9	\$ _____
		Thyssenkrupp Elevator Corporation	#7---Traction Passenger	10	\$ _____
		Thyssenkrupp Elevator Corporation	#8---Traction Passenger	10	\$ _____
		Thyssenkrupp Elevator Corporation	#9---Traction Passenger	10	\$ _____
		Thyssenkrupp Elevator Corporation	#10---Traction Passenger	10	\$ _____
		Thyssenkrupp Elevator Corporation	#11---Traction Passenger	10	\$ _____
		Thyssenkrupp Elevator Corporation	#12---Traction Passenger	10	\$ _____

		Thyssenkrupp Elevator Corporation	#13---Traction Service	15	\$ _____
		Thyssenkrupp Elevator Corporation	#14---Traction Service	15	\$ _____
1B	One Technology Center Parking Garage -1 S. Cincinnati	Thyssenkrupp Elevator Corporation	#15---Traction Passenger	6	\$ _____
		Thyssenkrupp Elevator Corporation	#16---Traction Passenger	6	\$ _____
		Thyssenkrupp Elevator Corporation	#17---Traction Passenger	6	\$ _____
1C		Thyssenkrupp Elevator Corporation	#18---Hydraulic Passenger	2	\$ _____
<b>TOTAL MONTHLY COST NOT TO EXCEED: (All costs must be included, or Your Bid will be disqualified)</b>					<b>\$ _____</b>

<b><u>Labor Rates &amp; Material Cost Markup are only included in the Agreement in order to perform work requested outside the normal scope of this Agreement</u></b>		
Journeyman/Technician	Normal Working Hours Monday – Friday (6a.m.-6 p.m.)	\$ _____ Per Hour
Apprentice/Helper	Normal Working Hours Monday – Friday (6a.m.-6 p.m.)	\$ _____ Per Hour
Journeyman/Technician	After Normal Working Hours	\$ _____ Per Hour
Apprentice/Helper	After Normal Working Hours	\$ _____ Per Hour
Material Cost Markup		% _____

**THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.**

**Annual Price Adjustment.** The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1\* (web link below) from the prior year
- b. Or the following fixed percentage: \_\_\_\_\_%.

\*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>



**Addenda**

The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

_____ Addenda #	_____ Addenda #	_____ Addenda #	_____ Addenda #	_____ Addenda #
--------------------	--------------------	--------------------	--------------------	--------------------

**State of Organization:** \_\_\_\_\_

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

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

**Bidder's Address:** \_\_\_\_\_  
Street City State Zip Code

**Bidder's Website Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_  
Title/Position: \_\_\_\_\_  
Street: \_\_\_\_\_  
City: \_\_\_\_\_  
State: \_\_\_\_\_  
Phone: \_\_\_\_\_  
Email: \_\_\_\_\_

---

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

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



## PURCHASE AGREEMENT

(Page 1 of 5)

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

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

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

### WITNESSETH:

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

### **TAC 812C Elevator Maintenance & Service - OTC**

(the "Supplies and/or Services").

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

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

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

#### 1. Definitions.

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

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

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.



## PURCHASE AGREEMENT

(Page 2 of 5)

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

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

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

## PURCHASE AGREEMENT

(Page 3 of 5)

14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
18. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: [apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org). Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

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

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

20. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:  

To Seller:	To CITY:	Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form. City Clerk CITY OF TULSA, OKLAHOMA 175 E. 2 <sup>nd</sup> Street, Suite 260 Tulsa, Oklahoma 74103
	With a copy to:	Tulsa Purchasing Division 175 E. 2 <sup>nd</sup> Street, 15 <sup>th</sup> Floor Tulsa, OK 74103
23. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment

## PURCHASE AGREEMENT

(Page 4 of 5)

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

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
29. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
30. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 34.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - 34.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

## PURCHASE AGREEMENT

(Page 5 of 5)

- 34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
36. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

**IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

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

Seller Company Name: \_\_\_\_\_

**Sign Here ►** \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_  
Corporate Secretary

Date: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

Mayor

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Assistant City Attorney

## BIDDER CHECKLIST

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

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

Bidder’s Name: \_\_\_\_\_

<b>BIDDER CHECKLIST</b>		
<b>BIDDER DOCUMENTS</b>	<b>PAGES</b>	<b>INCLUDED?</b>
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 14-16	
Specifications	3-13	
Certificate(s) of Insurance	17	
References (if applicable)	18	
Sample Forms	19	
EXHIBIT A: Delivery and Pricing	20-22	
Affidavits <b>Signatures of Authorized Agent and notarization required.</b> <b>Reference Page 2: Authorized Agent</b>	23	
Purchase Agreement <b>Complete legal name in first paragraph and signature block.</b> <b>Signature by Authorized Agent required.</b> <b>Reference Page 2: Authorized Agent</b>	24-29	

**Top Left Corner**

**FROM: [Name]**

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

**PACKING LABEL**

**City of Tulsa – City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

**Bidder Submission For:**

BID# TAC 812C

BID DESCRIPTION: Elevator Maintenance & Service - OTC

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

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