

INVITATION FOR SEALED BID

BID 02-303

**Description: EMERGENCY WARNING EQUIPMENT & ACCESSORIES FOR
FIRE VEHICLES**

Department: FIRE

NIGP Commodity Code(s): 285-58-00-000-0

Total pages including this page is 17

NOTE: FAXED BIDS WILL NOT BE ACCEPTED.

Important Instruction - Read Carefully:

If you have obtained these bid specifications from either of:

City of Tulsa's Fax-on-Demand (918-596-1171) or

City of Tulsa's Website : www.cityoftulsapurchasing.org

**you must notify the buyer LARRY HOOD of your intent to bid by
e-mail lhood@ci.tulsa.ok.us in order to receive addenda. The buyer
will always acknowledge your e-mail for your records. All addenda
will be posted on fax-on-demand and the website.**

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of an authorized agent required

Note #2: Signature of an authorized agent and notary required

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Your bid response should follow the same format listed above plus any additional information requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: August 22, 2002

BID NUMBER: 02-303

BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: August 8, 2002

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: **NOT REQUIRED**

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

***** **THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER** *****

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a BID BOND ; CASHIER'S CHECK; Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices that do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

_____, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

By _____
(Signature)

(Title)

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

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says

Authorized Agent

1. (s)he is the duly authorized agent of _____, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between 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. (s)he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder'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.

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Person Authorized to Sign Contracts _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____
 Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

BIDDER AGREES TO FURNISH EMERGENCY WARNING EQUIPMENT & ACCESSORIES AS SPECIFIED AT THE FOLLOWING PRICES:

Item	Description	Quantity	Price(Ea.)**	Total Price
2.01	VC4810 Light Bar	1	\$ _____	\$ _____
2.02	SW400SSJ Switch Ctrl.	1	\$ _____	\$ _____
2.03	IVP100 Light Pods	2	\$ _____	\$ _____
2.04	UTM4 Siren Control	4	\$ _____	\$ _____
2.05	MS100 Siren Speakers	8	\$ _____	\$ _____
2.06	MSBMT-SB Mounting Kit	6	\$ _____	\$ _____
2.07	MSFMT-EF Speaker Grill	2	\$ _____	\$ _____
2.08	LF18ERB Map Light	2	\$ _____	\$ _____
2.09	351012-04 LED Light Head	4	\$ _____	\$ _____
2.10	650200 LED Flasher	1	\$ _____	\$ _____
3.01	9806-F Light Bars	2	\$ _____	\$ _____
3.02	640CLKRR LED Light Hd.	10	\$ _____	\$ _____
3.03	CAST1L Housing	10	\$ _____	\$ _____
3.04	49in. Edge Ultra Light Bar	5	\$ _____	\$ _____
3.05	TACTRL1 Traffic Ad. Ctrl.	2	\$ _____	\$ _____
3.06	430CLFRR LED Lights	16	\$ _____	\$ _____
3.07	4EFLANGE Trim Rings	8	\$ _____	\$ _____
3.08	GE4KT2LP Light Kit	2	\$ _____	\$ _____
3.09	GE4KT2RP Light Kit	2	\$ _____	\$ _____
3.10	4EGRILB Housing	4	\$ _____	\$ _____
3.11	HA238R Red Strobe Tube	2	\$ _____	\$ _____
3.12	HA238 Clear Strobe Tube	2	\$ _____	\$ _____
3.13	SPS690 90w Power Supply	1	\$ _____	\$ _____
4.01	Safety Vision System	2	\$ _____	\$ _____
5.01	Kussmaul Auto-Charge	4	\$ _____	\$ _____
5.02	Kussmaul Super Auto-Eject	4	\$ _____	\$ _____
6.01	Unity 6" Flood Light	2	\$ _____	\$ _____
6.02	C10710-3 Light Bar Bracket	2	\$ _____	\$ _____
6.03	C10710-4 10 degree Spacer	2	\$ _____	\$ _____
6.04	Pro-Guard Security Screen	3	\$ _____	\$ _____
6.05	Polar Bear Brush Guard	2	\$ _____	\$ _____
6.06	F-0102-2 Storage System	2	\$ _____	\$ _____

Item	Description	Quantity	Price(Ea.)**	Total Price
6.07	F-0204-2 Storage System	1	\$ _____	\$ _____
6.08	PMT Radio Consoles	3	\$ _____	\$ _____
GRAND TOTAL				\$ _____

DELIVERY TIME: _____

NOTES:

****Delivered Cost**

SPECIFICATIONS
EMERGENCY WARNING EQUIPMENT & ACCESSORIES
FOR
FUEL TRUCK, REHABILITATION BUS, AND CHIEF OFFICER TYPE
RESPONSE VEHICLES

07/21/02

1.0 GENERAL

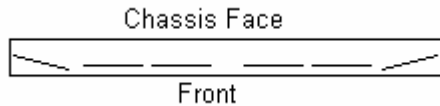
- 1.01 The equipment identified in this package is intended to be used on a fuel delivery vehicle, rehabilitation bus, and assorted chief officer type response vehicles. Each of these vehicles have either been purchased and are being manufactured or are in the process of being manufactured and delivered.
- 1.02 For simplicity, each of the described components will be grouped together by manufacturer.

2.0 FEDERAL SIGNAL

- 2.01 One (1) Federal Signal Vector light bar, model VC4810 with the following light configuration:
Pod 1 95 fpm rotating with amber filter and clear lens
Pod 2 Take down, alley light, rear flash with amber filter and clear lens
Pod 3 95 fpm rotating with amber filter and clear lens
Pod 4 175 fpm rotating with amber filter and clear lens
Pod 5 95 fpm rotating with amber filter and clear lens
Pod 6 Take down, alley light, rear flash with amber filter and clear lens
Pod 7 95 fpm rotating with amber filter and clear lens
- 2.02 One (1) Federal Signal switch control model SW400SSJ with mounting bracket.
- 2.03 Two (2) Federal Signal model IVP100 halogen rotating light pods with amber lens.
- 2.04 Four (4) Federal Signal Unitrol Touchmaster model UTM4 electronic siren control with integral light switches.
- 2.05 Eight (8) Federal Signal model MS100 electronic siren speakers.
- 2.06 Six (6) Federal Signal model MSBMT-SB mounting kit for MS100 electronic siren.
- 2.07 Two (2) Federal Signal model MSFMT-EF flush mount stainless steel electric F grill for MS100 siren speaker.
- 2.08 Two (2) Federal Signal model LF18ERB 18 inch gooseneck type map light.
- 2.09 Four (4) Federal Signal CudaTriOptic model 351012-04 single LED light head, red in color, with mounting hardware.
- 2.10 One (1) Federal Signal Intelli-flash model 650200 LED flasher.

3.0 WHELEN

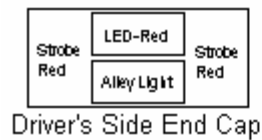
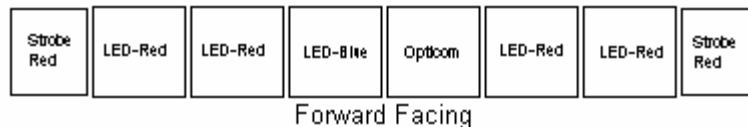
- 3.01 Two (2) Whelen model Edge+Plus model 9806-F light bars. One light bar will have all red strobe lights and the second light bar will be of similar with the exception that the two outer most fully rearward facing strobes will be amber in color.



- 3.02 Ten (10) Whelen 640CLKRR series LED with red lens.
- 3.03 Ten (10) Whelen CAST1L polished cast aluminum housing for surface mounting Whelen 64 series LED lightheads.

- 3.04 Five (5) Whelen 49 inch Edge Ultra Series Light Bar with the following configuration and components:

- Opticom
- Four Strobe lights, two at each end positioned at an angle
- Four forward facing large LED red lights
- One forward facing large LED blue light
- Four rear facing small LED red lights
- Two rear facing small LED blue lights
- Six rear facing small LED for use as a directional arrow
- Two alley lights, one on each end
- Two red LED lights above the alley lights, one on each end



The light bar is to be of the high current type that has the main power directed into the light bar with low ampere control wires extending between the light bar and the switch panels within the cab of the vehicle.

The Tulsa Fire Department intends to operate this light bar with a Federal Signal Unitrol TM4 electronic siren control with light switches.

- 3.05 Two (2) Whelen Traffic Advisor Controls model TACTRL1.
- 3.06 Sixteen (16) Whelen model 430CLFRR series LED lights without flange.

- 3.07 Eight (8) Whelen model 4EFLANGE chrome plated trim ring for 43 series LED lights.
- 3.08 Two (2) Whelen model GE4KT2LP grill light kit for 2003 Ford Excursion, driver side.
- 3.09 Two (2) Whelen model GE4KT2RP grill light kit for 2003 Ford Excursion, passenger side.
- 3.10 Four (4) Whelen model 4EGRILB black housing with swivel bracket.
- 3.11 Two (2) Whelen model HA238R red HIDE-A-WAY strobe tube with flange and wire.
- 3.12 Two (2) Whelen model HA238 clear strobe with flange and wire.
- 3.13 One (1) Whelen model SPS690 six outlet 90 watt strobe power supply.

4.00 REAR FACING CAMERA

- 4.01 Two (2) Safety Vision rear view vision systems with a minimum of 75 feet of appropriate cable for each system. The City of Tulsa will install the delivered equipment.

The camera will have the ability to provide both visual and audible signals from the rear of the vehicle to the driver's cab so as to assist the driver while backing.

The camera will have

- An electronic shutter
- Horizontal resolution of more than 380 TV liners
- Vertical resolution of more than 350 TV lines
- Diagonal field of view of 120 degrees
- The ability to remain fully operational in area illuminated at 0.01 Lux
- A built in condenser microphone
- The ability to operate in temperatures between -13 degrees F and 122 degrees F

The monitor will be a 5.5 inch diagonal black and white monitor designed specifically for the use with the specified camera

- The monitor will automatically turn-on when the vehicle's transmission is placed into reverse
- The monitor will include speakers with volume control to allow the driver to listen to instructions provided by others assisting the driver at the rear of the vehicle
- The monitor is to have a horizontal resolution of more than 700 TV lines
- The monitor is to have a vertical resolution of more than 500 TV lines
- The monitor will be provided with mounting brackets for attachment to the cab dash

5.0 KUSSMAUL

5.01 Four (4) Kussmaul Auto-Charge 2000 battery conditioners.

5.02 Four (4) Kussmaul Super Auto-Eject with 20 ampere 120 volt capacity.

6.00 OTHER

6.01 Two (2) Unity six inch flood lights with integral switch and round base.

6.02 Two (2) Cast Products Incorporated model C10710-3 25 degree light bar bracket.

6.03 Two (2) Cast Products Incorporated model C10710-4 10 degree spacer.

6.04 Three (3) Pro-Gard vinyl coated security screen with mounting hardware for attachment between 42 and 67 inches.

6.05 Two (2) Polar Bear brush guards for 2003 Ford Excursion. Note: These particular guards are manufactured by Elegant USA (973)821-8820.

6.06 Two (2) Truck Vault model F-0102-2 Magnum full two drawer storage system for a Ford Excursion. Note: Truck Vault is available at (800)967-8107.

6.07 One (1) Truck Vault model F-0204-2 Magnum full two drawer storage system for a Ford Expedition.

6.08 Three (3) metal center radio and storage consoles from Precision Mounting Technologies (403)216-5080 or (800)869-7652. The storage system is unique to the City of Tulsa and the contact is Gregg Stevenson.

6.801 Designed similar to that of the Tulsa Police Department which has become a City of Tulsa Standard.

6.802 The console will be constructed of metal and should be approximately 12 inches wide and 11-1/2 inches tall.

6.803 Designed with a front spine to support a lap top computer platform above the console. The lap top will primarily be used by the front passenger but should be able to be seen by the driver

6.804 The fire department uses a remote radio head and data box that can be mounted on top forward part of the center console. The actual radio is the same size as that used by Tulsa Police and it can be mounted below the surface of the console.

6.805 The siren control is a Federal Signal Unitrol TouchMaster TM4 siren similar to that used by Tulsa Police.

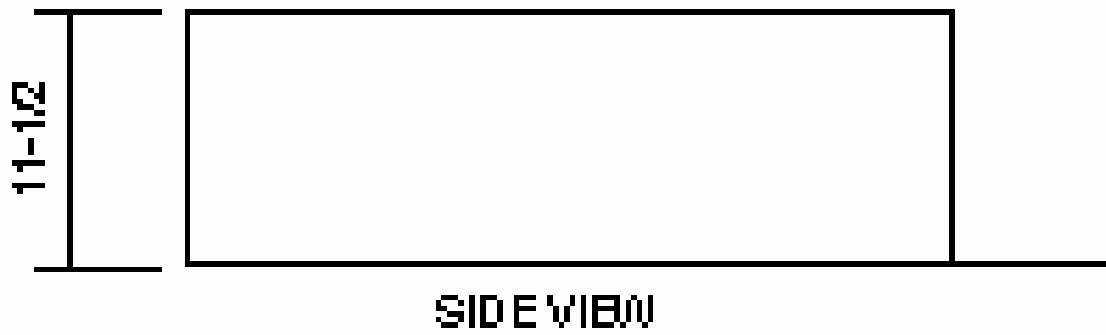
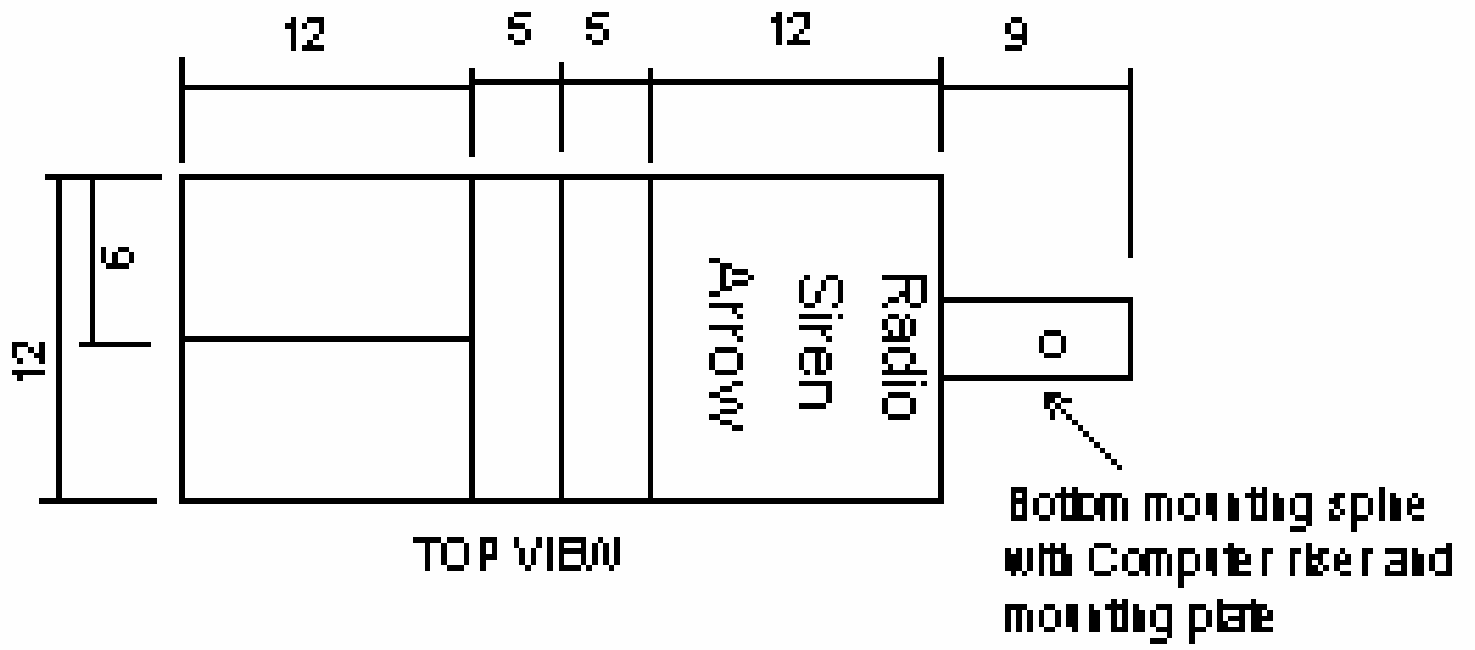
6.806 The directional arrow control will be a Whelen model TACTRL1.

6.807 The radio and siren storage area should be approximately 12" by 12"

6.808 To the rear of the radio and siren area should be two storage areas each measuring 4" by the width of the console, approximately 12 inches. The divider between the should be approximately 6 inches in height to allow easy access and grip of the 3-ring notebooks intended to be stored within the areas.

6.809 At the rear of the console should be two storage areas 12 inches long by half the width of the console, approximately 6 inches. The divider between the two should be approximately 6 inches in height.

6.810 We intend to mount a knox box onto the front of the console or onto the mounting spine used to secure the computer. We will also mount re-chargeable flashlights onto the front



or onto the sides near the rear of the console. Neither of these two items should have any significant impact upon design.

BID 02-303
EMERGENCY WARNING EQUIPMENT &
ACCESSORIES FOR FIRE VEHICLES
NIGP CODE 285-58-00-000-0
FOR THE
CITY OF TULSA
FIRE DEPARTMENT

INTENT

THE INTENT OF THESE SPECIFICATIONS IS TO SET MINIMUM REQUIREMENTS, NOT TO OTHERWISE LIMIT BIDDING, FOR THE SUPPLY OF **EMERGENCY WARNING EQUIPMENT & ACCESSORIES AS SPECIFIED** FOR THE CITY OF TULSA.

PRICES

PRICES BID SHALL BE BASED ON NEW, UNUSED MATERIAL IN STRICT ACCORDANCE WITH THE SPECIFICATIONS INCLUDED IN THIS BID, DELIVERED TO THE JOB SITE.

DELIVERY AND SPECIAL INSTRUCTIONS

THE SUCCESSFUL BIDDER(S) SHALL DELIVER ALL MATERIAL, AT THEIR EXPENSE, TO THE LOCATION(S) SPECIFIED BY THE CITY.

ADDENDA AND INTERPRETATIONS

IF IT BECOMES NECESSARY TO REVISE ANY PART OF THIS BID, A WRITTEN ADDENDUM WILL BE PROVIDED TO ALL THE BIDDERS. THE CITY OF TULSA IS NOT BOUND BY ANY ORAL REPRESENTATION, CLARIFICATIONS OR CHANGES MADE IN THE WRITTEN SPECIFICATIONS BY CITY OF TULSA EMPLOYEES UNLESS SUCH CLARIFICATION OR CHANGE IS PROVIDED TO BIDDERS IN WRITTEN ADDENDUM FORM FROM THE PURCHASING DIVISION.

ALTERING BIDS

BIDS CANNOT BE ALTERED OR AMENDED AFTER SUBMISSION DEADLINE. ANY INTERLINEATION, ALTERATION, OR ERASURE MADE BEFORE OPENING TIME AND DATE MUST BE INITIALED BY THE SIGNER OF THE BID, GUARANTEEING AUTHENTICITY. BIDS MUST BE SUBMITTED IN INK OR TYPEWRITTEN, PENCILING WILL NOT BE ACCEPTED.

AMERICANS WITH DISABILITIES ACT

THE CONTRACTOR SHALL TAKE THE NECESSARY ACTIONS TO ENSURE ITS FACILITIES AND EQUIPMENT ARE IN COMPLIANCE WITH THE REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT. IT IS UNDERSTOOD THAT THE PROGRAM OF THE CONTRACTOR IS NOT A PROGRAM OR ACTIVITY OF THE CITY OF TULSA. THE CONTRACTOR AGREES THAT ITS PROGRAM OR ACTIVITY WILL COMPLY WITH THE REQUIREMENTS OF THE ADA. ANY COSTS OF SUCH COMPLIANCE WILL BE THE RESPONSIBILITY OF CONTRACTOR.

UNDER NO CIRCUMSTANCES WILL CONTRACTOR CONDUCT ANY ACTIVITY WHICH IT DEEMS TO NOT BE IN COMPLIANCE WITH THE ADA.

EMPLOYMENT DISCRIMINATION BY CONTRACTOR PROHIBITED

A. DURING THE PERFORMANCE OF THIS CONTRACT, THE CONTRACTOR AGREES AS FOLLOWS:

(1) THE CONTRACTOR WILL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF RACE, RELIGION, COLOR, SEX OR NATIONAL ORIGIN, EXCEPT WHERE RELIGION, SEX OR NATIONAL ORIGIN IS A BONA FIDE OCCUPATIONAL QUALIFICATION REASONABLY NECESSARY TO THE NORMAL OPERATION OF THE CONTRACTOR. THE CONTRACTOR AGREES TO POST IN CONSPICUOUS PLACES, AVAILABLE TO EMPLOYEES AND APPLICANTS FOR EMPLOYMENT, NOTICES SETTING FORTH THE PROVISION OF THIS NON-DISCRIMINATION CLAUSE.

(2) THE CONTRACTOR, IN ALL SOLICITATIONS OR ADVERTISEMENTS FOR EMPLOYMENT PLACED BY OR ON BEHALF OF THE CONTRACTOR, WILL STATE THAT SUCH CONTRACTOR IS AN EQUAL OPPORTUNITY EMPLOYER.

(3) NOTICES, ADVERTISEMENTS AND SOLICITATIONS PLACED IN ACCORDANCE WITH FEDERAL LAW, RULE OR REGULATION SHALL BE DEEMED SUFFICIENT FOR THE PURPOSE OF MEETING THE REQUIREMENTS OF THIS SECTION.

B. THE CONTRACTOR WILL INCLUDE THE PROVISION OF THE FOREGOING PARAGRAPHS OF THIS SECTION IN EVERY SUBCONTRACT OR PURCHASE ORDER OF OVER \$10,000, SO THAT THE PROVISIONS WILL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AWARD OF BID

THE BID SHALL BE AWARDED TO THE FIRM WHOSE PROPOSAL IS RESPONSIVE TO THE BID AND IS MOST ADVANTAGEOUS TO THE CITY, CONSIDERING THE FACTORS IDENTIFIED IN THE BID AND SECTION 406E OF TITLE 6, THE PURCHASING ORDINANCE SET FORTH BELOW:

E. AWARD OF CONTRACT.

1. AUTHORITY OF MAYOR. THE MAYOR SHALL HAVE THE AUTHORITY TO AWARD CONTRACTS WITHIN THE PURVIEW OF THIS CHAPTER.

2. LOWEST SECURE BIDDER. CONTRACTS SHALL BE AWARDED TO THE LOWEST SECURE BIDDER MEETING SPECIFICATIONS. IN DETERMINING "LOWEST SECURE BIDDER", IN ADDITION TO PRICE, THE FOLLOWING FACTORS SHALL BE CONSIDERED:

A. THE ABILITY, CAPACITY AND SKILL OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE REQUIRED;

B. WHETHER THE BIDDER CAN PERFORM THE CONTRACT OR PROVIDE THE SERVICE PROMPTLY OR WITHIN THE TIME SPECIFIED, WITHOUT DELAY OR INTERFERENCE;

C. THE CHARACTER, INTEGRITY, REPUTATION, JUDGMENT, EXPERIENCE AND EFFICIENCY OF THE BIDDER;

D. THE QUALITY OF PERFORMANCE OF PREVIOUS CONTRACTS OR SERVICES;

E. THE PREVIOUS AND EXISTING COMPLIANCE BY THE BIDDER WITH LAWS AND ORDINANCES RELATING TO THE CONTRACT OR SERVICE;

F. THE SUFFICIENCY OF THE FINANCIAL RESOURCES AND ABILITY OF THE BIDDER TO PERFORM THE CONTRACT OR PROVIDE THE SERVICE;

G. THE QUALITY, AVAILABILITY AND ADAPTABILITY OF THE SUPPLIES OR CONTRACTUAL SERVICES TO THE PARTICULAR USE REQUIRED;

H. THE ABILITY OF THE BIDDER TO PROVIDE FUTURE MAINTENANCE AND SERVICE FOR THE USE OF THE SUBJECT OF THE CONTRACT, AND;

I. WHERE AN EARLIER DELIVERY DATE WOULD BE OF GREAT BENEFIT TO THE REQUISITIONING AGENCY, THE DATE AND TERMS OF DELIVERY MAY BE CONSIDERED IN THE BID AWARD, AND;

J. THE NUMBER AND SCOPE OF CONDITIONS ATTACHED TO THE BID.

K. IF A POINT SYSTEM HAS BEEN UTILIZED IN THE BID SPECIFICATIONS, THE NUMBER OF POINTS EARNED BY THE BIDDER.

BID DOCUMENTS

BIDDER SHALL RETURN ALL BID DOCUMENTS (17 PAGES) EXACTLY AS FURNISHED IN THEIR ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURES MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. .PRINTING YOUR NAME IN LIEU OF A SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**