



The City of
OKLAHOMA CITY

INVITATION TO BID

NOTICE is hereby given that The City of Oklahoma City will receive bids at the **OFFICE of the CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102**, until 10:00 a.m. on November 24, 2009, for the following:

Bid Number: BID10839 Title: One (1) New Portable Channel Frame Conveyor with Accessories

You are invited to submit a bid to supply the items specified. Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy bids will be accepted.

Hard copy and electronic bids filed with the City Clerk will be opened at the time stated, or later, in the Conference Room, located on the 2nd floor of the Municipal Building. Bids received after the above stated date and time, **will not be accepted, and will be returned to the bidder unopened**. There will be no exceptions to this policy. All bids will remain on file at least 48 hours thereafter before a pricing agreement/contract award will be recommended to the Oklahoma City Council.

Prior to pricing agreement/contract award: Original signatures will be required on the following forms: Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement, Anticollusion Affidavit. Other important forms include the Vendor Registration / W-9 Form, Authorization Agreement for Electronic Funds Transfer, and the Title VI Compliance Report of Employment, General Instructions and Requirements for Bidders, technical specifications, and other pricing pages or questionnaires (if applicable).

Bids will only be accepted electronically via the City's web site or, in hard copy at the City Clerk's Office. Faxed or emailed bids will not be considered.

If you have questions, or need additional information, you may contact me at (405) 297-2184 or email sharmanlyne.vickers@okc.gov.

Sharmanlyne R. Vickers
Finance Department
Procurement Services Division

IMPORTANT: On hard copy bids please write the bid number, bid opening date, and title (as listed above) on the lower left corner on the outside of your bid envelope. Put the information on a label or draw a box around it to make it easier to see.

BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
THIS FORM MUST BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

INSTRUCTIONS: This document MUST be completed prior to pricing agreement/contract award. Failure to properly execute the signature portion on the bid/pricing agreement/contract form prior to pricing agreement/contract award will result in rejection of your bid. This form constitutes your bid and will be the pricing agreement/contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of it's terms as well as those contained in the specifications.

For hard copy bids, return the bid/pricing agreement/contract form, along with all accompanying documents and specifications, to the attention of: City Clerk/Secretary, The City of Oklahoma City, Municipal Building, 200 N. Walker, Oklahoma City, OK 73102. The envelope must be sealed and clearly identified on the outside with the bid number, item description, bid opening date and the bidder's name and address. Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy, bids will be accepted. Electronic bids may only be submitted through the City's web site.

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between _____ hereinafter referred to as "bidder" and The City of Oklahoma City, a municipal corporation, or a Public Trust hereinafter referred to as the "Contract Entity."

WITNESSETH:

WHEREAS, the governing body of the Contract Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contract Entity constitutes the bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The bidder agrees to sell and deliver to the Contract Entity, the items of material and/or services, specified in the submitted bid proposal, which is attached hereto and made a part of this pricing agreement/contract, or as listed below:

Item Number	Description	Quantity	Unit	Unit Price	Check here if bid prices are attached	Total
					<input type="checkbox"/>	

Delivery in _____ days F.O.B. Oklahoma City, Oklahoma Grand Total _____
 Discount for Prompt Payment _____ % _____ Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this pricing agreement/contract will conform to the specifications attached and hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the bidder, upon notice from the Contract Entity, shall promptly correct or replace the same at the bidder's expense. If the bidder shall fail to so do, the Contract Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the bidder, all such goods will be held at the bidder's risk. The Contract Entity may, at the bidder's direction, make available such goods to be returned to the bidder at the bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the bidder. Any payment for such goods shall be refunded by the bidder unless the bidder promptly corrects or replaces the same at the bidder's expense.

4. The Contract Entity agrees to pay to the bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contract Entity, of the material and/or service[s] above described and upon the filing by the bidder, and approval by the Contract Entity, of a verified claim for the amount due.

5. The bidder agrees, in connection with the performance of work under this pricing agreement/contract:

a. That the bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The bidder shall take affirmative action to insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contract Entity setting forth the provisions of this section, and;

b. That the bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this pricing agreement/contract.

6. In the event of the bidder's non-compliance with the above non-discrimination clause, this pricing agreement/contract may be canceled or terminated by the Contract Entity. The bidder may be declared by the Contract Entity ineligible for further pricing agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the bidder.

7. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods, properly packed, by the Contract Entity.

8. This pricing agreement/contract, specifications and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this pricing agreement/contract. This pricing agreement/contract may not be modified or assigned unless approved in writing and signed by both parties.

9. The parties assume and understand that the variables in the bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the bidder's costs will not alter the bidder's obligations under this pricing agreement/contract nor excuse performance or delay on the bidder's part.

10. This pricing agreement/contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the bidder has any commercially reasonable alternative method of performing this pricing agreement/contract by purchase on the market or otherwise, the bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this pricing agreement/contract were destroyed or their delivery delayed because of an event described above.

11. The shipping or receiving of any goods under this pricing agreement/contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

12. This pricing agreement/contract shall be governed by the laws of the State of Oklahoma.

13. The bidder shall be responsible for complying with all applicable federal, state and local laws.

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

WITNESS the hands of the parties hereto:

→ → → THIS FORM MUST BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here ✕

Signature of Individual _____ Title _____

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Printed Name of Individual _____

Company Name and Address [Please Print] _____ Zip Code _____

Telephone Number and Fax Number if any _____

ANTICOLLUSION AFFIDAVIT

THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

The undersigned individual, of lawful age, being duly sworn, upon his/her oath, deposes and says: That the undersigned individual has the lawful authority to execute the within and foregoing proposal for, and on behalf of, the bidder; that the bidder has not, directly or indirectly, entered into any agreement, express or implied, with any bidder or bidders, having for its object the controlling of the price or amount of such bid or bids, the limiting of the bids or the bidders, the parceling or farming out to any bidder or bidders or other persons, of any part of the pricing agreement/contract or any part of the subject matter of the bid or bids, or of the profits thereof, and that bidder has not and will not divulge the sealed bid to any person whomsoever, except those having a partnership or other financial interest with the bidder in the said bid or bids, until after the said sealed bid or bids are opened.

The undersigned individual further states that the bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any city/trust official, city/trust employee or city/trust agent as to the quantity, quality, or price in the prospective pricing agreement/contract, or any other terms of the said prospective pricing agreement/contract; or in any discussions between the bidders or city/trust official, city/trust employee or city/trust agent concerning the exchange of money or other thing of value for special consideration in the letting of a pricing agreement/contract. The bidder states that it has not paid, given or donated or agreed to pay, give or donate to any city/trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of pricing agreement/contract pursuant to this bid.

Witness the hands of the parties hereto:

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

→ → → THIS FORM TO BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here ✕

 Signature of Individual Title

 Printed Name of Individual

 Company Name and Address [Please Print] Zip Code

 Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * _____)
 County of * _____) SS.
 [*State and County where notarized must be written in for bid to be considered.]

Signed and sworn to before me on this ____ day of _____, _____ by _____.
 [Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: _____ [Oklahoma] Notary Public Printed Name

My Commission Expires: _____ [Date/Year] Notary Public Signature [49 Okla. Stat. 1985 §119]



VENDOR REGISTRATION / W-9 FORM

***** SUBSTITUTE W-9 *****

Federal Taxpayer Identification Number (FIN):

Grid for Federal Taxpayer Identification Number (FIN)

OR Social Security Number: (IF INDIVIDUAL OR SOLE PROPRIETORSHIP)

Grid for Social Security Number

PRINT HERE: NAME OF BUSINESS OR OWNER, IF SOLE PROPRIETOR/INDIVIDUALLY OWNED

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number...
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding...
(3) I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return...

SIGN HERE: DATE:

*****VENDOR REGISTRATION FORM*****

INSTRUCTIONS: Please mark all that apply to you or your company.

Selection boxes for Sole Proprietor/Individual Owned, Partnership, Limited Liability Company (LLC), Lawyer/Attorney, Medical Provider, Corporation, Non-Profit (Per IRS 501C3 Regs), Government, New Vendor, One-Time Vendor, Address Change, Federal Tax ID No Change.

SALES ADDRESS:

SALES ADDRESS fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

BID ADDRESS (if different):

BID ADDRESS fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

PAYMENT ADDRESS:

PAYMENT ADDRESS fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

Do you have an electronic catalog? If so, please provide the link to your web site:

Do you wish to receive payments by electronic funds transfer? Attach an EFT/ACH form (available at www.okc.gov).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by an public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Section 11 of the City Charter prohibits employees of the City from having direct or indirect interest in City Pricing Agreements/Contracts.

Return to: Procurement Services (405) 297-2741 Fax (405) 297-2142 100 N. Walker, Suite #100 Oklahoma City, OK 73102

Signature of Person Authorized to Sign Date Signed Print Name Title

Title VI Compliance Report of Employment

AS OF _____

EEO/AA OFFICER _____ TELEPHONE _____

COMPANY/FIRM NAME _____ PROJECT NO. _____

JOB CATEGORY	WHITE		BLACK		HISPANIC		ASIAN AMER		AMER INDIAN		OTHER (SPECIFY)		TOTAL	HANDI-CAPPED
	M	F	M	F	M	F	M	F	M	F	M	F		
OFFICIAL MANAGER														
PROFESSIONAL														
TECHNICIAN														
PROTECTIVE SERVICES														
PARA PROFESSIONAL														
OFFICE CLERICAL														
SKILLED CRAFT														
SERVICE MAINTENANCE														
TOTAL/ PERCENT														

STATEMENT OF COMPANY'S EQUAL OPPORTUNITY POLICY: _____

TITLE VI COORDINATOR NAME: _____ TELEPHONE: _____

SIGNED/TITLE: _____ DATE: _____

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDERS PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

1. **EXAMINATION BY BIDDERS.** All bidders must examine the specifications, drawings, schedules, special instructions and these general requirements prior to submitting any bid/pricing agreement/contract. Failure to examine is at the bidder's own risk.

2. **SUBMISSION OF FORMS PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.** All bids must be completed in ink or typewritten, on the forms provided by the contracting entity prior to contract award. Any erasures or other changes must be initialed by the individual signing the bid. All bids/proposals will not be considered unless the bid/pricing agreement/contract form is signed by the bidder or an authorized agent prior to award. The anticollusion affidavit must be executed by the bidder/proposer or an authorized representative and notarized. The notarization must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's commission number (Oklahoma) [6] the notarial seal and [7] comply with all other applicable laws. Failure to properly execute the bid/pricing agreement/contract Form & non-discrimination statement prior to award will result in rejection of the bid.

3. **ORIGINAL BID FILED WITH CITY CLERK/SECRETARY.** a. Hard Copy Bids: An original of the bid/proposal must be filed with the City Clerk/Secretary in a sealed envelope which clearly identifies:

[1] the bid number, [2] description, [3] bid opening date, and [4] the bidder's name and address. All bids must be time stamped by the City Clerk's/Secretary's office before the hour specified on the opening date. b. Electronic Bids: Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy, bids will be accepted. Electronic Bids must be submitted through the City's web site. The web site only permits bids from registered bidders up to the bid deadline.

4. **DESCRIPTIVE TERMS.** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. **EXCEPTIONS.** Any exceptions [variances] to these instructions or specifications must be submitted along with the bidder's proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, specifications and instructions and will be construed to mean that the bidder proposes to furnish the exact commodity as described in the specifications/requirements.

6. **UNIT PRICES.** A unit price for each unit bid must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the bid schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the bidder to the destination specified in the special instructions of the specifications.

7. **EXEMPTIONS FROM CERTAIN TAXES.** The purchase of certain items of equipment and/or materials by the contracting entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Upon request, applicable federal excise exemption certificates will be furnished.

8. **PAYMENTS AND DISCOUNTS.**

[a] Payment for the materials, supplies, or equipment as specified in the pricing agreement/contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made using a purchasing card however, processing fees may not be added.

[b] Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.

[c] Late charges cannot be assessed against the City or a Trust.

9. DELIVERY.

[a] All prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.

[b] Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful bidder is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. AWARD OF PRICING AGREEMENT/CONTRACTS. The contracting entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

11. BID BONDS. If required by the specifications, a bid bond [or a certified check or cashier's check] in the required amount must accompany the bid. This bond may be retained by the contracting entity as liquidated damages should the successful bidder fail to comply with the terms of this bid/proposal. The City Clerk's/Secretary's office may return all bonds or deposits to unsuccessful bidders after the pricing agreement/contract has been awarded.

12. PERFORMANCE BONDS. If required by the specifications, the successful bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of pricing agreement/contract. The bid bond or deposit may be returned to the successful bidder upon the posting of the performance bond.

13. PATENTS. The bidder agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the bidder and/or any assistants because or for the use of patented appliances, products or processes. The bidder shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of the City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented appliances, products or processes are to be used.

14. TERMINATION.

[a] The performance of services and/or the delivery of items under any pricing agreement/contract may be terminated by the contracting entity, in whole or in part, whenever it is determined to be in the best interest of the contracting entity.

[b] Any such termination will be effected by delivery to the bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.

[c] After receipt of a termination notice, the bidder shall stop performance of services and/or accept no further orders under the pricing agreement/contract.

15. COMPLIANCE WITH APPLICABLE LAW. All bidders must comply with all applicable federal, state or local laws and regulations. Including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. 2000d-et seq.

16. SELF-INSURED. The City or Trust is self-insured for its own negligence, subject to the Governmental Tort Claims Act, Title 51 sections 151 et.seq.

17. RIGHT TO AUDIT. The contracting entity shall at all times have the right to examine books, papers and records of the successful bidder relative to all aspects of the pricing agreements/contracts awarded as a result of this bid to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this bid, and does not apply to vendor records beyond the scope of the pricing agreement/contract.

18. PROPRIETARY INFORMATION. All material submitted to the City becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Bidder fails to identify proprietary information, he agrees that by submission of bid that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Bidders must not identify the entire bid as proprietary.

NOTICE of "OKLAHOMA TAXPAYER AND CITIZEN PROTECTION ACT OF 2007"

The State of Oklahoma enacted the "Oklahoma Taxpayer and Citizen Protection Act of 2007" which prohibits entities and persons entering into a contract with a public employer for the physical performance of services within this state unless said contractor/vendor has registered and participated in Status Verification System for the purpose of verifying the work eligibility status and information of all new employees hired on or after November 1, 2007. Although the prohibition becomes effective for contracts entered after July 1, 2008, this section is included in these specifications to provide notice to contractor/vendors and in an effort to encourage contractor/vendors to prepare for the effects of the "Oklahoma Taxpayer and Citizen Protection Act of 2007." Therefore, included with this specification is a copy of the Immigration Affidavit that contractor/vendors will be required to submit with any contracts with a public employer for physical performance of services within the State of Oklahoma beginning after July 1, 2008.

IMMIGRATION INDEMNIFICATION

The Contractor/vendor shall indemnify, defend, and hold harmless the City and its participating and affected public trusts against any and all losses, expenses, damages, costs, or attorney fees directly or indirectly resulting from the failure of the Contractor/vendor, or any of its agents, representatives, subcontractor/vendors, materialmen, or suppliers, to register or participate in the Status Verification System as set forth in the "Oklahoma Taxpayer and Citizen Protection Act of 2007," or the violation of said Act, or any suspension, termination, or invalidation of the Contract due to said failure or violation.

THE CITY OF OKLAHOMA CITY IMMIGRATION AFFIDAVIT

The undersigned as Contractor/vendor or Contractor's Authorized Agent, being of lawful age and being first duly sworn on oath, hereby swears, affirms and states that the Contractor/vendor has registered and participates in the Status Verification System as set forth in "Oklahoma Taxpayer and Citizen Protection Act of 2007" to verify the work eligibility status of all new employees hired on or after November 1, 2007. *This Affidavit must be signed by the Contractor/vendor, notarized, dated and completed by the Notary Public, and submitted prior to contract award.*

STATE OF _____)
) ss.
COUNTY OF _____)

The undersigned, as Vendor/Contractor or Authorized Agent, hereby expressly adopts and affirmatively incorporates herein by reference the above recitation as the sworn statement of the Contractor/vendor and the signatory.

Name of Individual, Partnership, Limited Liability Company, or Corporation hereinafter called Contractor

Signature of Vendor/Contractor or Authorized Agent

Type or print name and title of person who signed above

Signed and sworn to or affirmed before me on this ____ day of _____, 20____,

by _____ as the above named Contractor or Contractor's Authorized Agent.
(Insert name of person signing above)

My Commission expires _____
Notary Public

My Commission number _____

This Affidavit required prior to contract award by 25 Oklahoma Statutes (2007) §§ 1312 and 1313.

LETTER OF AUTHORIZATION

A LETTER OF AUTHORIZATION IS NEEDED FOR ANY SIGNER OTHER THAN THE OWNER OR AN OFFICER OF THE BUSINESS OR CORPORATION. FOR INSTANCE, IF A SALESMAN OR MANAGER SIGNS THE FORMS CONTAINED IN THIS BID, A LETTER OF AUTHORIZATION OR CORPORATE SEAL MUST BE PROVIDED.

This letter authorizes _____ to sign all forms related to the City of

Oklahoma City's invitation to bid **One (1) New Portable Channel Frame Conveyor with Accessories**

(BID10839) on behalf of _____.

Sincerely,

signature

print

date

Title:

(must be checked)

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Secretary |
| <input type="checkbox"/> Chairman or Chairwoman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

Specifications

**One (1) New Portable Channel Frame
Conveyor with Accessories**

One (1) New Portable Channel Frame Conveyor with Accessories

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One (1) New Portable Channel Frame Conveyor with Accessories

INSTRUCTIONS TO BIDDERS

INTENT: It is the intent of these specifications to obtain for The City of Oklahoma City, one (1) new portable 24" x 30" Channel Frame Conveyor, complete with accessories.

SCOPE OF PRICING AGREEMENT/CONTRACT: The contractor shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The City reserves the right to award this pricing agreement/contract to a single vendor or to multiple vendors, whichever is deemed to be in the City's best interest. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "NB" in the space provided.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout these specifications shall mean The City of Oklahoma City. However, should a PUBLIC TRUST, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant pricing agreement(s)/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement(s)/contract(s).

DELIVERY: Bidders shall specify below their proposed delivery times for the requested services. If a deadline is specified and no alternative is proposed, it will be assumed that you will meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination.
2. Although source inspection by the Contracting Entity is not anticipated under this pricing agreement/contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections which it deems to be appropriate.

F.O.B. DESTINATION:

1. The contractor shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points located within the City's corporate limits.
2. Inside delivery is required.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with contractor's best commercial practice, to provide adequate protection against shipping damage.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The contractor agrees to furnish all quantities ordered by The City of Oklahoma City and its related trusts during the pricing agreement/contract period.
3. The Contracting Entity agrees to place orders with the contractor for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this pricing agreement/contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
5. There is no obligation to purchase any items from this pricing agreement, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this pricing agreement/contract, the inconsistency shall be resolved by giving precedence in the following order: (i) pricing agreement/contract articles, (ii) requirements for bidders, (iii) pricing agreement/contract instructions, and (iv) other references.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the materials they require as the need arises during the pricing agreement/contract period.

The City of Oklahoma City shall not be held liable for any and all damages sustained by vendors for delivery of materials awarded by pricing agreement/contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of materials to any Oklahoma City department without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker, Suite 200, Oklahoma City, OK 73102. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.
3. Invoices must contain the following information:
 - a. Vendor's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - (1) description/stock number
 - (2) unit price
 - (3) quantity
 - (4) unit of issue (each, box, dozen, pound, etc.)
 - (5) total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The contractor warrants that at the time of delivery, all items furnished under this pricing agreement/contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this pricing agreement/contract. All bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the contractor agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense; or
 - b. Require an equitable adjustment in the pricing agreement/contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation, and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this pricing agreement/contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Anticollusion Affidavit
- c. Requirements for Bidders

MATERIAL SAFETY DATA SHEETS: Any Contractor supplying The City of Oklahoma City or a related Trust materials that require a Material Safety Data Sheet (MSDS) will furnish the required sheet or a composite concentration list in one of the following manners:

1. Submitted as part of the bid document
2. Submitted prior to pricing agreement/contract award
3. Submitted with the product invoice
4. Submitted at the request of the City or Trust

In all instances, the Contractor shall furnish the material safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to or from the City or related Trust. The appropriate bid number, pricing agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the material safety data sheet or the composite concentration lists. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
(405) 297-3891
420 W. Main, Ste. 630
Oklahoma City, Oklahoma 73102

OTHER PROVISIONS

AMENDMENTS: It is the Bidder's responsibility to check the City of Oklahoma City's website (www.okc.gov) frequently for any possible amendments that may be issued. The City is not responsible for a bidder's failure to download any amendment documents required to complete a solicitation.

BID COMPLETION: For each listed item below: If bidder is offering components exactly as specified, mark the word "Yes." If bidder is not offering equipment exactly as specified, mark the word "No." **Explain all "No" responses.**

BID SOLICITATION: Return all bid pages contained in this packet.

ELECTRONIC BIDDING: No electronic bidding available for this specification.

TECHNICAL SPECIFICATIONS

INTENT: It is the intent of these specifications to obtain for the City of Oklahoma City, one (1) new portable 24" x 30' Channel Frame Conveyor, complete with accessories.

The unit bid shall be the manufacturer's latest current production model, field-proven and must have been available to the trade for not less than two (2) prior years. The successful vendor per the factory specifications must provide those items or features, which are listed as factory standard equipment in the factory's basic specifications and are not mentioned in these specifications. USED, SHOPWORN, DEMONSTRATOR, REMANUFACTURED, RECONDITIONED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

The unit shall be completely assembled and adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation upon delivery.

The City recognizes that different manufacturers will have their own design of equipment and engineering details, which might deviate from the City's specifications. The City will consider such deviations, if any, provided the equipment bid conforms to the City's basic specifications and meets the functional, performance, and operational needs of the City. The vendor should however spell out clearly all such deviations on the bid and provide supportive literature and specifications. Failure to comply could result in bid rejection.

These specifications, which constitute a vital part of the vendor's bid proposal, must be completed in full and returned with the contract/proposal form. Failure to do so could result in bid rejection.

1. **CONVEYOR:** 24" X 30' Channel Frame Portable Conveyor

- a. Rated at 300 TPH.
- b. 350 FPM.
- c. 18-degree max incline.
- d. Discharge height of 11' 6".

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

2. **FRAME:**

- a. Heavy-duty channel frame.
- b. 8" Channel and angle cross bracing.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

3. **ELECTRICAL POWER PLANT:**

10 HP, 1800 rpm TEFC electric motor with a Torque Arm speed reducer. To include a Motor mount with coupling, sheaves, v-belts and drive guard.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

4. **HEAD PULLEY:**

14" in diameter with 3/8" lagging 2 15/16" C1045 shaft and Dodge SMC pillow block bearings or equal.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

5. **TAIL PULLEY:**

Self-cleaning wing type with 14" in diameter, 2 3/16" C1045 shaft and Dodge SC wide slot take-up bearing mounted on a 12" travel screw take-ups.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

6. **HOPPER:**

5ft. long receiving hopper complete with rubber skirts and nip guards.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

7. **BEARING:**

- a. Cema C5-20 deg. sealed ball bearing troughing idles spaced on close centers in load area.
- b. Cema C5-35 deg. sealed ball bearing troughing idlers spaced 4'-0" for remainder of the conveyor.
- c. Cema C5 sealed ball bearing return idlers spaced 10'-0".

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

8. **BELTING:**

3 ply belting 330 3/16" top and 1/16" bottom cover with Flexco splice or equal.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

9. **UNDER CARRIAGE:**

- a. Medium Duty Undercarriage including front support, rear support and axle.
- b. Two (2) 225/75/R16 tires, wheels, tail swivel base and pintle tow hitch.
- c. Undercarriage supports are to allow for 18 deg conveyor incline.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

10. **CONVEYOR COVERS:**

Galvanized conveyor covers are to be included.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

11. **RADIAL RECEIVING HOPPER:**

- a. A Radial receiving hopper is to be included.
- b. Discharge hood is to be included.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

12. **PAINTING:** Paint the entire unit with a manufacturer's standard lead free standard color, except for glass, rubber and metallic accessories or fixtures constructed of rust-resistant or plated material not normally painted.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

ENGINE:

13. **ENGINE:**

- a. A fully self-contained diesel power unit; Deutz F3L2011 42 hp 2.3L, engine or equal.
- b. 15 KW direct coupled Marathon generator or equal; fully self contained within the conveyor, skid mounted with all safety panels and shutdowns; motor starter / breaker and all appropriate wiring.

14. **MANUALS:** Paper, three (3) each parts, service, & operation manuals.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

15. **SAFETY STANDARDS**

- a. The unit bid with all accessories and components shall meet or exceed OSHA 1910 and 1926 standards, as applicable. This includes electrical, machine guarding, labeling and other applicable requirements.
- b. Accident prevention labels and symbols shall be used to warn employees of hazards present during use of the equipment. Signs and labels shall be visible at all times when work is being performed.
- c. **“DANGER”** signs shall be used where an imminently hazardous situation which, if not avoided, will result in death or serious injury. This signal word is to be limited to the most extreme situations. Danger signs shall have red as the predominating color for the upper panel; black outline on the borders; and a white lower panel for additional sign wording.
- d. **“CAUTION”** signs shall be used to indicate a potentially hazardous situation, which, if not avoided, may result in minor or moderate injury. It may also be used to alert against unsafe practices. Caution signs shall have yellow as the predominating color; black upper panel and borders: yellow lettering of "caution" on the black panel; and the lower yellow panel for additional sign wording. Black lettering shall be used for additional wording. Standard color of the background shall be yellow; and the panel, black with yellow letters. Any letters used against the yellow background shall be black. The colors shall be those of opaque glossy samples as specified in Table 1 of American National Standard Z53.1-1967.
- e. **Safety Instruction Signs** - shall be white with green upper panel with white letters to convey the principal message. Any additional wording on the sign shall be black letters on the white background.
- f. Machine design must accommodate a lock and allow full compliance with OSHA lockout/tagout requirements in 29 CFR 1910.147 and 29 CFR 1910.333. Vendor must provide a written hazardous energy control procedure, which meets these standards.
- g. DOT and other Federal and the State of Oklahoma standards, specifications and regulations as currently applicable.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

16. **GUARDING:**

Is to be as per the MSHA Guide to Equipment Guarding for Metal and Nonmetal Mining Hand Book

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

17. **INSTRUCTION ON SAFETY, OPERATION, AND MAINTENANCE:** The vendor will provide the services of a competent factory-trained technician, thoroughly trained in the use and operation of the unit to The City Of Oklahoma City for a minimum of _____ hours/day(s) of instruction on safety, operation and preventive maintenance of the unit, after the machine has been delivered and is ready for operation but prior to payment.

The instruction will include a full demonstration of all unit functions on the unit delivered. Instruction shall identify potentially hazardous situations that can occur, and how these situations can be prevented or reduced.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

18. **WARRANTY:** The entire conveyor unit with all components and accessories shall have the Manufacturers' standard warranties as available to the trade, but not less than one (1) year on parts and labor. The tank itself shall be warranted for not less than five (5) years. Attach details of warranties bid.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

19. **PARTS AND SERVICE AVAILABILITY:** Repair parts and repair services during warranty and thereafter shall be available within a 25-mile radius of downtown Oklahoma City. Or, Vendor must be willing to pick up and deliver equipment to be repaired under warranty coverage at no additional cost to the City. State the locations for parts/service and the nearest manufacturers' authorized facility. If repair parts and services are not available within a 25-mile radius of downtown Oklahoma City, indicate for warranty work, and parts and service thereafter in space provided. Arrangements must be made and detailed in space provided in this bid document.

Comply: _____ **Yes** _____ **No (Explain)**

Vendor comments: _____

Name and address of firm that will provide warranty service and repair parts:

Firm Name _____

Address _____

Individual to Contact _____ Telephone _____

Fax _____ Email Address _____

Website URL _____

Vendor comments: _____

20. **Delivery:** _____ days after receipt of PO and cab & chassis. FOB Oklahoma City.
21. **Bid Price:** \$ _____ each unit as described above, installed, in fully adjusted and satisfactory working condition

OPTIONS:

OPTION 1: CD/DVD MANUALS: One (1) each parts, service, & operation manuals are to be delivered with the unit.

Cost each: _____ (add)

BIDDER NOTES: Please Initial.

_____ All dealer decals/logos are to be removed prior to delivery.

_____ All build sheets are to be delivered with completed unit.

_____ MSO, Title application w/stamp and Odometer Statement (if applicable) is to be delivered with unit.

_____ All specification inquiries are to be directed to:

William (Bill) Hager
Fleet Services Administrator
Phone: 405-297-2580
Fax 405-297-2474
E-mail: william.hager@okc.gov