



City of Choctaw

“Request for **Concession Equipment**”

Project Title: **Concession Equipment for
Bouse Sports Complex**

Issue Date: **April 10, 2018**

Due Date: **May 7, 2018
2:00 P.M.**

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Concession Equipment Checklist

(Include with proposal)

Check if included:	Yes	No
1. Request for Concession Equipment Proposal	_____	_____
2. Addenda (if applicable)	_____	_____
3. Line item pricing	_____	_____
4. Attachments	_____	_____
A: Validation Sheet	_____	_____
B: Non-Collusion Affidavit	_____	_____
C: Business Relationship Affidavit	_____	_____
D: Two (2) Copies of Bid	_____	_____
1 marked Original		
1 marked Copy		

Person to Contact reference quotes:

Name	Phone	e-mail address	Position

To Prospective Vendors:

City of Choctaw is soliciting sealed bids for **Concession Equipment** for **City of Choctaw**.

This RFP requests that the **equipment be delivered to and installed for the City of Choctaw/Bouse Sports Complex 1333 N. Indian Meridian, Choctaw, OK 73020**. For additional information on specifications, please refer to item model number or like item. Your ability to meet our milestone dates is critical. Key dates in the procurement process are:

	Dates:	Times:	Location:
		City of Choctaw	
A. Bid release to vendors	4/10/2018		
B. Vendors submit Bid response	5/7/2018	2:00 p.m.	City Clerk
C. Sealed Bid Opening	5/7/2018	2:00 p.m.	Conf. Room
D. Recommendation to City Council, during City Council meeting	5/15/2018	7:00 p.m.	Council
E. Notification of Selected Vendors	5/17/2018		
F. Delivery/installation timelines will be:	7/5/2018		
G. City of Choctaw reserves the right to purchase all, some, or none of the project.			

Bid must be mailed/or hand delivered on or before deadline above to:

City of Choctaw
Tina Rodriguez, City Clerk
P.O. Box 567
2500 N. Choctaw Rd.
Choctaw, OK 73020

Requests for information will be addressed to **Missy Jennings, Sports Director**, [405-659-8202](tel:405-659-8202), mjennings@choctawcity.org

Instructions to Prospective Vendors:

- A. Mailed/Delivered Bids:** Bids shall be submitted in a sealed, envelope identified with due date/time, and project title and addressed to:
City of Choctaw
Tina Rodriguez, City Clerk
P.O. Box 567
2500 N. Choctaw Rd.
Choctaw, OK 73020
- B.** Bids may be withdrawn at any time prior to the official response/opening time. Alterations for mailed/delivered bids made before opening date and time must be initialed by the prospective vendor guaranteeing authenticity. After the official opening, bids may not be amended, altered, or withdrawn without the recommendation/concurrence of the City of Choctaw.

The project prices as submitted shall be good through the date of delivery and installation. Any interpretation, correction or change in the bid documents will be made by Addendum.

The City of Choctaw reserves the right to reject any and all bids made pursuant to this request; negotiate modifications in the terms of bids; to solicit bids from additional vendors; to award the contract to other than the lowest vendor; and to delay or cancel award of contract. In the event bids are considered to be unacceptable, **The City of Choctaw** reserves the right to reject the bids or negotiate the bids with any or all qualified prospective vendors. The preparation of bids in response to this request will be at the sole cost and expense of the prospective vendor and will not be chargeable under any order or subcontract that may arise there from.

Responses to this document and any further clarifying correspondence shall become part of the final contract. Regardless of technical practice or specifications submitted by the vendor, in the event that discrepancies exist between the vendor's written response and technical practice or specifications, the written responses shall be deemed to supersede the technical practice or specifications for purpose of pricing, terms and features.

I. Format of **Concession Equipment Bids**

A. General

1. The Vendor shall respond to this bid in the format shown.
2. Responses returned in any format other than the format shown will be deemed incomplete and non-compliant and may not be considered for selection.
3. The Vendor shall provide (2) two copies of the response, (1) original (1) copy.

B. Sections

Section 1- Complete Copy of Bids

- a. Vendor shall include a complete copy of the Bids (as issued) with all addenda as a part of this response.
- b. Vendor must complete and sign a Validation page of the Bid (Attachment A).
- c. Vendor shall include a signed and notarized Non-Collusion Affidavit (Attachment B).
- d. Vendor shall include a signed and notarized Business Relationship Affidavit as a part of this response (Attachments C).

II. General Terms and Conditions

A. Project Schedule

1. Vendor must provide delivery and installation to the City of Choctaw/Bouse Sports Complex as noted on purchase order(s) between the hours of 8:30 a.m. thru 3:30 p.m., Thursday July 5, 2018.

Vendor will provide on-site personnel, who are dependable, free of substance abuse, safety conscious, technically qualified and able to work well with other on-site vendors, as well as **City of Choctaw** Personnel.

B. Warranty

1. Vendors warrant that, at the time of the product delivery, each item furnished or service rendered will be new (not refurbished) and free from defects in material and workmanship. Vendor also warrants that each item, system performance requirement, or service furnished by the vendor will remain free of defects for a period of twelve (12) months from the date of acceptance by **City of Choctaw** unless the manufacturer specifies a longer time period (warranty period).
2. Satisfactory proof of defect must be provided to the vendor and written notification of the defect must be received by the vendor within the warranty period.
3. This warranty does not extend to any items that have been subjected to misuse, neglect, accidental damage, or damage due the installation or operation not in accordance with vendor's instructions, nor to any item that has been altered or repaired by any organization other than the vendor.

This warranty is in lieu of all other warranties, expressed or implied, including merchantability and fitness of purpose under the uniform commercial code. In no event shall the vendor be liable for collateral or consequential damages.

C. Owner's Rights

By returning the Bid with a price, vendors certify and agree that:

1. All charges, including freight, inside delivery, labor, supervision, material, insurance, bonds, and all costs associated with this service are included in the bid prices.
2. Worker's compensation as required in the State of Oklahoma and coverage of General Liability Insurance shall be met prior to commencement of work, and shall remain in effect for the entirety of the project.
3. Non-performance of the prospective vendor in terms of Specification or Non-Compliance with the terms of this purchase order shall be the basis for termination of the purchase by the **City of Choctaw**. Termination in whole or in part, by **City of Choctaw**, may be made at its option and without prejudice to any other remedy to which it may be entitled by law or in equity, or elsewhere under this purchase order, by giving five (5) days written notice to the vendor with the understanding that all work under this purchase order shall cease upon the date specified in such notice. **City of Choctaw** shall not pay for work, equipment, services, or supplies that are unsatisfactory. Vendor may be given reasonable opportunity prior to termination to correct any deficiency. This, however, shall in no way be construed as negating the basis for termination for non-performance.
4. **City of Choctaw** intends to treat the purchase as complete for pay when **City of Choctaw** is in receipt of certification, documentation, and/ or successful Quality Review results.
5. The vendor shall be considered as an Independent Vendor and not as an agent, servant, employee, or representative of **City of Choctaw** in performance of work.
6. The vendor shall defend, indemnify, and save whole and harmless the **City of Choctaw** and all its holdings, agents, and employees from and against all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages (including but not limited to death) received or sustained by any person, persons, or property on account of, arising out of, or in connection with the performance of the work, including, without limiting, the generality of the foregoing, any negligent act or omission of the vendor in the execution or performance of this contract.
7. The vendor agrees, during the performance of the work, to comply with all applicable codes and ordinances of the appropriate City, County, and/ or the State of Oklahoma as they may apply, as these laws now read or as they may hereafter be changed or amended.
8. The vendor shall not sell, assign, transfer or convey this contract/purchase order in whole or in part without prior written consent of the **City of Choctaw**.

9. The parties herein agree that this contract shall be enforceable in Oklahoma County, Oklahoma, and if legal action is necessary to enforce it, exclusive venue shall lie in Oklahoma County, Oklahoma.
10. In case any one or more of the provisions contained in this purchase shall for any reason be held to be invalid, illegal, or unenforceable, it shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.
11. Changes or modifications to the mutually agreed to scope of work, numbers and types of material and equipment, services and capabilities provided, system and subsystem performance requirements, and other deliverables shall be considered Change Orders. Change Order management will be exercised by the **City of Choctaw**.
12. All exceptions to the intent, terms and conditions of this Bid shall be submitted as an item in Section 4 to the proposal and be titled "Exceptions."
13. Vendor will assume financial responsibility for any damage that may occur on the job site that is directly related to any actions (accidental or otherwise) taken by the vendor.
14. This purchase shall be governed by, and construed in accordance with the laws of the State of Oklahoma and all applicable Federal Laws.
15. In the event that the **City of Choctaw** is required to utilize legal action to resolve any dispute arising under this purchase and the **City of Choctaw** prevails in that action, then the **City of Choctaw** shall be entitled to recover its reasonable and customary attorneys fees and related costs necessary to prevail in the action from the non-prevailing party.

City of Choctaw
Concession Equipment
May 7, 2018

Description:

Item	Quantity	Price	Extended Price
REACH-IN REFRIGERATOR True Model T-23-HC or like	2		
REACH-IN FREEZER True Model T-23F-HC or like	2		
ICE Nugget Maker Hoshizaki Model # F-1002MAJ-C	2		
Ice Storage Bin 900-lb Hoshizaki Model # B-900PF/SF or like	2		
Top Kits, 30" HS-2035/HS-2033, (HS-2035,22" & (HS-2033,8"), ABS, for single or stacked machines	2		
HOT FOOD WELL Winco Model # FW-S500 or like	2		
COFFEE BREWER -3 Coffee Maker w hot water faucet Bunn Model # 12950.0216 or like	2		
POPCORN POPPER w scooper Gold Medal Commercial Grade Model #: 2388 or like	2		
MICROWAVE OVEN Winco Model # EMW-1000SD or like	2		
SHAVED ICE MACHINE Block Ice Shaver Snow cone machine Gold Medal # 1087 or like	2		
Total Price:			\$

Special Instructions

1. Install needs to be part of bid
2. All required permits are to be acquired by contractor
3. Delivery and Freight to be included in bid
4. Warranty(s) on each item(s)

Note: All bids should follow provided specs as closely as possible. **Please list all brand/dimension changes clearly in the bid.**

Company Name	Signature of Authorized Representative
Company Address	Typed Name of Authorized Representative
City, State, Zip	Title
Telephone Number	Fax Number

Person to Contact reference quotes:

Name	Phone	e-mail address	Position
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VALIDATION

The undersigned, being familiar with the local conditions affecting the cost of the work, and with the bid documents, including Solicitation for bids, General Conditions and Addenda Nos. ___ on file at the City of Choctaw 2500 N. Choctaw Rd., Choctaw, OK 73020, propose to furnish all labor and materials as required by said Documents and Addenda thereto for:

Site Name _____ Proposal Amount \$ _____

1. In submitting a proposal, the prospective vendor agrees that:
 - A. The City of Choctaw reserves the right to reject any and all Proposals.
 - B. This proposal may not be withdrawn for a period of ninety (90) days from the date of proposal opening.
 2. Prospective vendor hereby certifies that no member of the City Council shall benefit directly or indirectly from the purchase, in that no member of the City Council is a member or connected in paid or joint ventures or corporation, nor is a member, officer, or shareholder, or group entity having an interest in this contract.
 3. Prospective vendor shall sign and enclose with the proposal the Non-Collusive Affidavits: Attachments B and C.
- Bids must be manually signed on this form in the space provided below.

Company Name	Signature of Authorized Representative
Company Address	Typed Name of Authorized Representative
City, State, Zip	Title
Telephone Number	Fax Number

NON-COLLUSION AFFIDAVIT
(Required by Oklahoma LAW OS-74-85-22)

STATE OF OKLAHOMA)
COUNTY OF OKLAHOMA) ss.

_____, of lawful age, being first
duly sworn on oath says that (s)he is the agent authorized by the bidder to submit the
attached bid. Affiant further states that the bidder has not been a party to any collusions
among bidders in restraint of freedom of competition by agreement to bid a fixed price or
to refrain from bidding; or with any state official or employee as to quantity, quality or
price in the prospective contract; or any other terms of said prospective contract; or in
any discussions between bidders and any state official concerning exchange of money or
other thing of value for special consideration in the letting of a contract.

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

Notary Public (or Clerk or Judge)

Name of Vendor _____ By _____

Address of Firm _____ Phone No. _____

City _____ State _____ Zip _____ Fax No. _____

Federal Tax No. _____

BUSINESS RELATIONSHIP AFFIDAVIT

STATE OF OKLAHOMA)

) ss.

COUNTY OF OKLAHOMA)

_____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the prospective vendor to submit the attached proposal. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed with one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows: _____

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the prospective vendor and any officer or director of the architectural or engineering firm or other party to the project is as follows: _____

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

Signature Prospective Vendor or Agent

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

Notary Public

My Commission Expires: _____

The vendor must give immediate notice to the **City of Choctaw** of inability to deliver.

Final acceptance will be by the **City of Choctaw** at completion of delivery and installation and successfully passing all inspections necessary to begin full operation of unit.

Products that are appropriately identified as indicated, but which have other obvious, major deviations from specification requirements will also be rejected.

Failure to render prompt service will be considered in making subsequent awards.