



INVITATION FOR SEALED BID

BID 01-717

Description: LIGHTS, SIRENS AND ACCESSORIES

Department: CITY OF TULSA

NIGP Commodity Code(s): 055-57-00-000-0

Total pages including this page is 18

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 : <http://www.cityoftulsapurchasing.org>**

you must notify the buyer Patricia Cummings of your intent to bid by e-mail at pcummings@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 authorized agent required

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

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Your bid response should follow the same format listed above plus any additional format 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: October 18, 2001

BID NUMBER: BID 01-717

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: October 8, 9, 10, 11, 12, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

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 _____
SIGNATURE OF AUTHORIZED AGENT

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 which 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.

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.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor

Name: _____ Date: _____ Signature: _____

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.

BID 01-717
Tulsa Police Department
Roof Mounted Light Bar and Electronic Siren/Light Bar Controls for
2002 Model Police Vehicles

BID COMPLETE UNIT AS SPECIFIED ON PAGES 9-11

Light Bars:

<u>Item</u>	<u>Qty</u>	<u>Description</u>	<u>Bid</u>
(1)	35	2001 Ford Police Interceptor light bar/directional arrow bar package:	\$ _____ ea.
(2)	30	2002 Chevrolet Impala light bar/directional arrow bar package:	\$ _____ ea.

Behind the Grille Siren Driver/Mounting Brackets: (Whelen SA314P or equal, 100 Watt compact speaker delivering class "A" sound.)

(3)	100	To fit 2002 Ford Crown Victoria (Whelen SA314P with SABKT2 Bracket, or acceptable equal)	\$ _____ ea.
(4)	35	To fit 2002 Chevrolet Impala (Whelen SA314P with SABKT3 Bracket, or acceptable equal)	\$ _____ ea.

Siren/Light Bar Controls:

(5)	25	Unitrol TM4 Siren/Light Bar Control with Radio module, LM10 and Siren Kill module. Complete unit.	\$ _____ ea.
(6)	130	Unitrol Siren Kill Module, UPKM-1	\$ _____ ea.
(7)	100	Unitrol 131, Headlight Flasher, for 2002 Ford Police Interceptor.	\$ _____ ea.
(8)	30	Unitrol FA4C/RGD Headlight Alt., for Chevrolet Impala Police Pkg. Vehicle	\$ _____ ea.

Additional Accessories:

(9)	25	SignalMaster directional light, 8 bulb reflector lens, model SML8, all amber lens, rear directional light, complete with model SMC3 control and mounting hardware to attach to Federal Vector light bars.	\$ _____ ea.
(10)	50	Mounting bracket pairs for 2002 Ford Police Interceptor, Model #HK-CV92	\$ _____ ea.
(11)	10	Temperature Sensor: For interior of K-9 units	\$ _____ ea.
(12)	40	Unitrol #LM10 Radio/Microphone Interface Modules	\$ _____ ea.
(13)	35	Headlight Flasher Kits, #131 for Ford Crown Victoria	\$ _____ ea.
(14)	35	Headlight Flasher Kits, #FA4C-RGD for Chev. Impala	\$ _____ ea.
(15)	35	Siren Kill Module #UPKM, for 2002 Ford Crown Victoria	\$ _____ ea.
(16)	35	Siren Kill Module #UPKM, for 2002 Chev. Impala	\$ _____ ea.

ROOF MOUNTED LIGHT BAR AND DIRECTIONAL ARROW BAR

THE FOLLOWING ITEMS ARE TO BE BID AS A COMPLETE PACKAGE, ALONG WITH THE STANDARD MOUNTING BRACKETS. BRACKETS WILL BE REQUIRED FOR 35 2002 MODEL FORD POLICE INTERCEPTOR AND 30 2002 MODEL CHEVROLET IMPALA VEHICLES.

FEDERAL SIGNAL CORPORATION "VECTOR" ROOF MOUNTED EMERGENCY LIGHTING SYSTEMS, COMPLETE WITH ROOF MOUNTING BRACKETS AND FEDERAL SIGNAL "SIGNALMASTER" DIRECTIONAL LIGHT AND CONTROL UNIT, FEDERAL MODEL VCS 4419-Y **WITH THE FOLLOWING CONFIGURATION:**

<u>QTY.</u>	<u>DESCRIPTION</u>
7	LIGHT PODS, MODULAR, UNIT 44" WIDE
2	STANDARD SPEED ROTATING MOTORS, 95 FLASHES PER MINUTE, PODS #1 & #7. (V-ROT-A), 55 WATT HALOGEN BULBS.
2	COMBINATION PODS, CONSISTING OF TAKEDOWN LIGHTS, ALLEY LIGHTS, REAR AMBER FLASHERS, PODS #2 & #6. (TD,AL,RF), 35 WATT HALOGEN BULB FOR REAR FLASHER, 50 WATT HALOGEN BULBS FOR TD & AL.
2	HIGH-SPEED ROTATOR MOTORS, 175 FLASHES PER MINUTE, PODS #3 & #5. (V-FAST-A), 55 WATT HALOGEN BULBS.
1	METEOR INTERSECTION CLEARING LIGHT, FRONT, POD #4 (V-TCL-A) 50 WATT HALOGEN BULBS.
2	RED LENSES, PODS #1 & #3.
2	BLUE LENSES, PODS #5 & #7.
3	CLEAR LENSES, PODS #2, #4, & #6.
1	SIGNALMASTER DIRECTIONAL LIGHT, EIGHT BULB/ REFLECTOR/LENS, MODEL SML8, REAR DIRECTIONAL LIGHT, COMPLETE WITH MODEL SMC3 CONTROL.

ALL ABOVE ITEMS ARE TO BE BID AS A COMPLETE PACKAGE, SHIPPING PREPAID, ALONG WITH THE STANDARD MOUNTING BRACKETS. BRACKETS WILL BE REQUIRED FOR 35 2001 FORD CROWN VICTORIA (HK-CV92) AND 30 2001 CHEVROLET IMPALA VEHICLES (HK-IMP). NO FREIGHT CHARGES WILL BE ALLOWED.

ADDITIONAL ITEMS

THE TULSA POLICE DEPARTMENT PLANS TO REFURBISH APPROXIMATELY 50 EXISTING FEDERAL SIGNAL "V" LIGHT BARS WITH THE SAME CONFIGURATION AS ABOVE. SOME OF THE CITY'S EARLIER UNITS DID NOT HAVE THE DIRECTOR ARROW AND CONTROLLER. THEREFORE, COMPLETE SIGNALMASTER SML8 WITH SML3 CONTROLLERS AND MOUNTING HARDWARE WILL BE REQUIRED TO UPGRADE TO CURRENT SPECIFICATIONS.

BEHIND THE GRILLE MOUNTING BRACKET AND SIREN DRIVER

BEHIND THE GRILLE MOUNTING BRACKET AND SIREN DRIVER ARE TO BE BID AS A COMPLETE PACKAGE, INCLUDING REQUIRED MOUNTING BRACKETS. ACTUAL NUMBERS OF EACH UNIT REQUIRED WILL BE SPECIFIED ON THE PURCHASE ORDER.

- **BEHIND THE GRILLE SIREN DRIVER/SPEAKER AND MOUNTING BRACKET, FEDERAL SIGNAL DYNAMAX OR EQUAL, 100 WATT COMPACT SPEAKER DELIVERING CLASS "A" SOUND, TO FIT 2002 MODEL FORD CROWN VICTORIA (MS100-04 OR ACCEPTABLE EQUAL) AND TO FIT 2002 MODEL CHEVROLET IMPALA (MS100-08 OR ACCEPTABLE EQUAL).**

IF BIDDING OTHER THAN FEDERAL SIGNAL DYNAMAX, A WORKING SAMPLE WITH MOUNTING BRACKET MUST BE SUPPLIED WITH BID FOR TEST AND EVALUATION.

ELECTRONIC SIREN/LIGHT-BAR CONTROLS

THE TULSA POLICE DEPARTMENT REQUIRES 50 OR MORE ELECTRONIC SIREN/LIGHT BAR CONTROLS, UNITROL TM4, WITH LM10 RADIO INTERFACE, NEUTRAL SIREN KILL, AND HEADLIGHT FLASHER UNITS TO MEET THE FOLLOWING MINIMUM SPECIFICATIONS: ***(THE UNITROL TM4 IS THE CITY STANDARD UNIT. NO OTHER BRAND/MODEL WILL BE CONSIDERED).***

THE UNITROL TM4 CONFORMS TO THE FOLLOWING SPECIFICATIONS:

BATTERY DRAIN: THE UNIT IS TO HAVE ZERO (0) AMPS DRAIN IN STANDBY MODE, 16 AMPS AT FULL 200 WATT SIREN OUTPUT. THE UNIT WILL UTILIZE AUTOMATIC POWER-UP AND SHUT-DOWN AND WILL NOT CONTAIN AN OFF/ON SWITCH.

COMPATIBILITY: THE UNIT WILL BE COMPATIBLE WITH ALL 12 VOLT NEGATIVE GROUND VEHICLES. UNIT WILL BE COMPATIBLE WITH ALL TWO-WAY POLICE RADIOS. THE UNIT WILL BE COMPATIBLE WITH ALL LIGHT BARS AND LIGHTING ARRANGEMENTS AND SIREN SPEAKERS WITH 58, 100 AND 200 WATT POWER RATINGS. THE UNIT WILL BE COMPATIBLE WITH ALL ACCESSORIES REQUIRING 12 VOLT DC NEGATIVE OR POSITIVE CONTROL CIRCUITRY.

CONTROL SWITCHES: THE LIGHT BAR CONTROL SYSTEM SHALL CONTAIN A LEVER TYPE MASTER SWITCH RATED AT 60 AMPS WITH FOUR SWITCHING POSITIONS FOR CONTROLLING A BAR TYPE EMERGENCY WARNING LIGHT. THE ACCESSORY SWITCHES, FOUR REQUIRED, WILL BE TOGGLE TYPE SWITCHES RATED AT 15 AMPS EACH. THE PUBLIC ADDRESS AND VOLUME CONTROL SWITCHES SHALL BE THREE POSITION ROCKER TYPE SWITCHES.

ACCESSORY SWITCH CONFIGURATION: ALL TO BE THREE POSITION SWITCHES: #1 TAKE-DOWN TOP, OFF CENTER, BLACKOUT BOTTOM. #2 TO BE LEFT ALLEY TOP, OFF CENTER, MOMENTARY BOTTOM. #3 TO BE RIGHT ALLEY TOP, OFF CENTER, MOMENTARY BOTTOM. #4 TO BE AUXILIARY, AUX. TOP, OFF CENTER, AUX. BOTTOM.

PANEL LIGHTING: ADJUSTABLE WITH VEHICLE PANEL LIGHTING CONTROL.

AUDIO OUTPUT POWER: ADJUSTABLE 58 TO 210 WATTS.

TEMPERATURE STABILITY: 1% FROM -40 DEG. TO +185 DEG. FARENHEIT.

CIRCUITRY PROTECTION: AUTOMATIC PROTECTION OF ALL COMPONENTS IF SPEAKER OR 12V DC WIRING BECOMES SHORT-CIRCUITED. AUTOMATIC RESTORATION OF POWER (NO RESETTING PROCEDURE) IMMEDIATELY UPON REPAIR OF SHORT-CIRCUIT OR OVERLOAD.

PUBLIC ADDRESS SYTEM

INPUTS: INPUTS TO THE P.A. SYSTEM WILL BE AVAILABLE FROM THE RADIO AUDIO AND THE RADIO MICROPHONE. (NO SEPARATE MICROPHONE REQUIRED.) COMPATIBLE WITH MOTOROLA RADIOS, REQUIRES LM-10 CONNECTOR.

OUTPUT: THE OUTPUT OF THE P.A. SYSTEM WILL BE 50 WATTS MAXIMUM WITH LESS THAN 10% HARMONIC DISTORTION AT 1 KHZ.

VOLUME CONTROL: THE UNIT WILL HAVE THREE FIXED ANTI-SQUEAL SETTINGS VIA TWO EXTERNALLY ACCESSIBLE COMPENSATING POTENTIOMETERS.

SIREN OPERATING FEATURES

SIREN SOUND VARIATIONS: THE UNIT WILL BE CAPABLE OF THE SOUND VARIATIONS WAIL, YELP, TWO-TONE HIGH/LOW, ULTRA HIGH/LOW, HETRO AND AIR HORN BY MEANS OF EXTERNAL SWITCHES.

INTERNAL PROGRAMMING SWITCHES: SIREN SOUNDS AND FUNCTIONS WILL BE DIP-SWITCH PROGRAMMABLE TO SUIT PERSONAL PREFERENCES OR LOCAL LAWS. DIP-SWITCHES WILL BE FIELD PROGRAMMABLE.

HORN RING CONTROL: THE UNIT WILL HAVE BUILT-IN HORN RING CONTROL WITH AUTOMATIC POLARITY COMPENSATION. THE SIREN WILL TRANSFER FROM WAIL TO YELP WHEN HORN RING IS PRESSED.

ALARM: THE UNIT WILL HAVE PROVISION FOR A TWO (2) KHZ WARNING TONE TO BE USED AS AN INTRUSION ALARM OR HIGH TEMPERATURE ALARM IN K-9 CARRIERS. ALARM MODE MUST BE ACTUATED BY EITHER POSITIVE OR NEGATIVE COMPLETION OF CIRCUIT THRU VEHICLE MANUFACTURER FACTORY SUPPLIED DOOR PIN CIRCUIT.

SIREN KILL: THE SIREN WILL AUTOMATICALLY BE KILLED WHEN THE SHIFT LEVER IS MOVED INTO THE PARK OR NEUTRAL POSITION. THE LIGHTS AND ALL OTHER FEATURES WILL REMAIN OPERATIONAL. THIS FEATURE MUST INCLUDE ANY INTERNAL AND/OR EXTERNAL MODULES, RELAYS, CONTROLS, OR OTHER ELECTRONICS THAT MAKE THE SIREN NOISE STOP AS REQUIRED ABOVE.

HEADLIGHT FLASHERS: UNITROL HIGH BEAM WIG-WAG FLASHER KIT, #131, TO BE PROVIDED WITH EACH UNIT ORDERED.

(THE CITY WILL REQUIRE SOME ADDITIONAL SIREN KILLS, ALARMS, AND HEADLIGHT FLASHERS OUTSIDE THE SCOPE OF THE UNIT PACKAGE BID.)

WARRANTY: THE UNIT WILL HAVE A FIVE YEAR WARRANTY COVERING PARTS AND LABOR ON ALL ELECTRONIC COMPONENTS, THREE YEARS ON ALL SWITCHES, PANEL LIGHTS, BULBS, HARDWARE AND NON-ELECTRICAL COMPONENTS.

THESE UNITS ARE TO BE BID AS A COMPLETE PACKAGE. ALL COMPLETE UNITS IN THIS ORDER ARE TO BE INSTALLED IN 2001 FORD CROWN VICTORIA POLICE PACKAGE VEHICLES. THE ADDITIONAL SIREN COMPONENTS LISTED ON THE BID PAGE WILL BE FOR BOTH THE 2001 CROWN VICTORIA AND THE 2001 CHEVROLET IMPALA. ALL UNITS AND COMPONENTS WILL BE REQUIRED UPON DELIVERY OF THE VEHICLES. (DELIVERY OF THE FIRST VEHICLES ARE EXPECTED TO BE ON OR ABOUT DECEMBER 15, 2000.) **ALL FUNCTIONS OF THE UNIT MUST BE COMPATIBLE WITH THE ABOVE LISTED VEHICLES AS FURNISHED BY THE MANUFACTURER.**

SHIPPING INFORMATION:

SOME LIGHTS/SIRENS WILL BE REQUIRED UPON ARRIVAL OF 2002 MODEL VEHICLES, EXPECTED ON OR ABOUT NOVEMBER 15, 2001. VEHICLES WILL BE PUT INTO SERVICE AT THE RATE OF ABOUT 10 PER WEEK. EQUIPMENT MAY BE SHIPPED AT THAT RATE, OR ALL AT ONCE. IF ALL AT ONCE, ARRIVAL MUST BE NO LATER THAN NOVEMBER 1, 2001.

WINNING BIDDER IS TO SHIP THE COMPLETED UNITS, **SHIPPING PRE-PAID**, TO:

TELECOMMUNICATIONS/RADIO SERVICES DEPARTMENT

3411 NORTH COLUMBIA

TULSA, OK 74110

PARTIAL PAYMENTS MAY BE REQUESTED ON PARTIAL SHIPMENTS. AN ORIGINAL INVOICE MUST BE SENT TO THE CITY OF TULSA ACCOUNTS PAYABLE DEPARTMENT. **COPIES OF THE INVOICE MUST BE SENT TO:** OLLIE HARRIS, TULSA POLICE DEPARTMENT, 10122 E. 11TH St., TULSA, OK 74128 **OR FAXED TO** (918) 699-6006, ATTN: OLLIE HARRIS, SO THAT THE DEPARTMENT COPY CAN BE SUBMITTED FOR PARTIAL PAYMENT (ACCOUNTS PAYABLE WILL NOT PAY WITHOUT THE CORRESPONDING DEPARTMENT COPY).

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.

RIGHT TO AUDIT:

BIDDER FULLY UNDERSTANDS AND HEREBY AGREES BY THE SUBMISSION OF THIS BID THAT SHOULD BIDDER BE AWARDED THIS BID AND SUBSEQUENTLY ENTER INTO CONTRACT WITH THE CITY TO FURNISH THE GOODS, SERVICES, MATERIALS AND/OR SUPPLIES CALLED FOR HEREUNDER, THE BIDDER SHALL, UPON ANY REASONABLE REQUEST BY CITY AND DURING BIDDER'S NORMAL BUSINESS HOURS, GRANT CITY STAFF INGRESS ONTO BIDDER'S PREMISES WHERE BIDDER'S BOOKS AND RECORDS ARE KEPT AND FURTHER AGREES THAT BIDDER SHALL PROVIDE CITY STAFF PERSONNEL REASONABLE ACCESS TO AND SUCH CLERICAL ASSISTANCE AS CITY'S STAFF MAY REQUIRE FOR EXAMINATION AND AUDIT OF BIDDER'S BOOKS AND RECORDS AS RELATE TO GOODS, SERVICES, MATERIALS AND/OR SUPPLIES FURNISHED CITY DURING THE TERM OF ANY CONTRACT RESULTING BETWEEN BIDDER AND CITY PURSUANT TO THIS BID.

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 BY LINE ITEM OR IN WHOLE 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 INTACT EXACTLY AS FURNISHED IN ITS ORIGINAL FORM. ALL BID DOCUMENTS REQUIRING SIGNATURE MUST BE SIGNED BY AN AUTHORIZED AGENT OF THE COMPANY BIDDING. PRINTING YOUR NAME IN LIEU OF SIGNATURE WILL NOT BE ALLOWED. **FAILURE TO COMPLY WILL RESULT IN REJECTION OF YOUR BID.**