



**Invitation For Bid (IFB) #02-420**  
**Hiatachi Storage Upgrade**  
**Issued: June 17, 2003**

**City of Tulsa,**  
**Oklahoma**  
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**THE CITY OF TULSA, OKLAHOMA**  
**NOTICE OF INVITATION TO BID**  
**ONE TIME PURCHASE by Purchase Order**

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed bids for the following:

**BID # 02-420**

**DESCRIPTION: Hitachi Storage Upgrade**

You are invited to submit a bid to supply the Goods and/or Services specified above. Bids must be made in accordance with the Forms and Instructions herein.

Bids must be received no later than **5:00 p.m. (CST) on June 25, 2003** at the **CITY CLERK'S OFFICE, 200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103**. Bids must be sealed and either mailed or delivered. No faxed or emailed bids will be considered. Original signatures are required on the attached forms.

**IMPORTANT NOTE: Write the Bid Number, Bid Description as listed above, and Bid Opening Date on the lower left corner of the outside of your bid envelope. You must return the complete Bid Packet with your Bid.**

Enclosed with this Bid Packet are the following Forms and Instructions:

Use this checklist to ensure you have properly completed all Forms. You must return the complete Bid Packet.

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- Summary Sheet
- Form #1: Bidder/Contractor Information Sheet. Must be completed.
- Form #2: Interest Affidavit. Must be signed and notarized **or your bid will be rejected.**
- Form #3: Non-Collusion Affidavit. Must be signed and notarized **or your bid will be rejected.**
- Form #4: Affidavit of Claimant. Must be signed and notarized.
- Form #5: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Form #6: Delivery and Pricing. Must be completed.
- Instructions, Terms and Conditions For Bidders
- Additional Terms and Conditions
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Signature page

If you have questions or need additional information, contact the assigned Project Buyer, Bill Youngblood, at:  
Email: [byoungblood@cityoftulsa.org](mailto:byoungblood@cityoftulsa.org)



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**SUMMARY SHEET**

Sealed Offer due by 5:00 PM (CST) on Wednesday:

**June 25, 2003**

Mail or deliver sealed Bids to:

City of Tulsa-City Clerk  
200 Civic center, Room 109  
Tulsa, Oklahoma 74103

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Invitation For Bid documents are available at:	1. Website: <a href="http://www.cityoftulsapurchasing.org">www.cityoftulsapurchasing.org</a> 2. Fax-on-Demand: 918-596-1171 (Index of available documents) 3. Purchasing Office: City of Tulsa-Purchasing Division 200 Civic center Room 802 Tulsa, Oklahoma 74103 (Phone: 918-596-7563)
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Responses to this Invitation For Bid must be on these forms only. The ENTIRE Invitation For Bid packet must be returned or your bid may be REJECTED.

We require the following number of copies: 1- Original; 1- Purchasing copy; and 2 additional copies. Each copy must be labeled on the front sheet with 1" letters indicating which copy it is.

Project Buyer (City contact person):	Bidder's Notice of Intent to Submit a Bid and Questions Regarding Bids:	Issuing of Addendums or Amendments:
Bill Youngblood, Senior Buyer CPM, CPPB Email: <a href="mailto:byoungblood@ci.tulsa.ok.us">byoungblood@ci.tulsa.ok.us</a> Fax: 918-699-3153 Phone: 918-596-7551	You should email the Project Buyer indicating your intent to bid. Indicate the IFB number on the subject line of the email. You will receive an email response back verifying your notice was received.  Use the same procedure to request clarification of any point in the IFB.	Bidders who notify the City of their intent to bid will be sent notice of any addendum or amendments to the IFB, which will be made available in the same manner as the Invitation For Bid.

<b>PREBID CONFERENCE:</b>	<b>NO</b>	If yes, date, time, and location will be shown here:	
		Date:	Date:
		Time:	Time:
		Location:	Location:
<p>If the Pre-bid is <u>mandatory</u>, two meeting options will be given. <u>You must attend at least one.</u></p> <p>If the Pre-Bid is <u>not mandatory</u>, only one meeting option will be given and attendance is not required.</p>			

**BID OPENING** - All bid openings are public and will take place at 8:30 a.m. the day after bids are due:

**Francis Campbell Council Meeting Room  
City Hall, 200 Civic Center, Plaza Level  
Tulsa, Oklahoma**

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**FORM #2 (Page 1 of 1)**

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**







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**FORM 5 (PAGE 1 OF 1)**  
**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that same are incorporated into the Invitation For Bid and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

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**Sign Here ►** \_\_\_\_\_

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

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

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



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**FORM #6 (PAGE 1 OF \_\_)  
DELIVERY AND PRICING**

**1. Delivery.** If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or Services:

\_\_\_\_\_ Number of days for delivery.

If delivery is in stages, give the detail of what Goods and/or Services will be delivered at specific dates or milestones: \_\_\_\_\_

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as any other damages to which it may be entitled in law and in equity.

**2. Pricing. [OPTION #1]** You agree to sell City the following Goods and/or Services according to the fixed prices shown below. You must state the total cost necessary to provide all Goods and/or Services, including all shipping F.O.B. Tulsa, Oklahoma (prepaid freight), but excluding all federal excise and state sales taxes from which City is exempt.

Item	Description	QTY	Unit Cost	Extended Cost
<b>A</b>	HDS 7700E R2 Frame with all hardware components to attach to the Existing City of Tulsa 7700-E R1 Frame.	1		
<b>B</b>	HDS 47 Gigabyte Array Groups	4		
<b>C</b>	HDS 47 Gigabyte Array Groups	3		
<b>D</b>	HDS 4-Port FIBRE Card.	1		
<b>E</b>	DKC-F310I-1024 SIMMS FOR HDS 6 Gigabytes of 7700E Cache [12 is required because of redundancy]	12		
<b>F</b>	DKC-F310I-1024 SIMMS FOR HDS 8 Gigabytes of 7700E Cache [16 is required because of redundancy]	16		
	<b>The City will select one of the following options that best fits its needs and budget:</b>			Total Cost Not to Exceed:
	A. 2A + 2B + 2E From Above			
	B. 2A + 2B + 2F From Above			
	C. 2A + 2C + 2E From Above			
	D. 2A + 2C + 2F From Above			
	E. 2A + 2C + 2D + 2E From Above			
	F. 2A + 2C + 2D + 2F From Above			



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## INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

**THESE INSTRUCTIONS, TERMS AND CONDITIONS, AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF YOUR OFFER.**

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and these Instructions, Terms and Conditions For Bidders prior to submitting any bid. Failure to examine such documents, or any errors made in the preparation of such bid, is at your own risk.
3. **BID SUBMISSION.** These bid forms must be prepared in the name of Bidder and properly executed by an authorized person, signed in ink and notarized, with full knowledge and acceptance of all provisions. Bids may not be changed or withdrawn after the deadline for submitting bids (the "Bid Submission Date"). A bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Bid/Purchase Agreement) shall constitute a firm contract.
  - A. **BIDS MUST BE SUBMITTED ONLY ON THIS FORM AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE INVITATION FOR BID PACKET MUST BE RETURNED AS RECEIVED INCLUDING ANY ATTACHMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS INVITATION FOR BID.**
  - B. Sealed bids may be either mailed or delivered, but must be received at:  
City of Tulsa – Office of City Clerk  
200 Civic Center, Room 109  
Tulsa, Oklahoma 74103
  - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of bids to be received by the City Clerk's Office prior to the due date and time.
  - D. Late bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
    1. City Hall closed for business for part or all of the day on the date the response was due;
    2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
    3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
  - E. **City will not accept faxed bids;** nor will City accept bids faxed to the City Clerk, Purchasing, or any other City office or employee.
  - F. City is not responsible for any of your costs in preparing the bid response, attending a pre-bid conference, or any other costs you incur, regardless of whether the bid is submitted, accepted or rejected.
  - G. All bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the bid envelope. Your name and address must also be clearly indicated on the envelope.
  - H. If submitting multiple responses to the Invitation, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
  - I. The number of copies you must submit is listed on the Summary Sheet in the front of the bid packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the bid packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the bid packet cover page. If binders are used, they must also be labeled.
  - J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
  - K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the bids must be initialed in ink.
4. **SIGNATURES.** An agent who is authorized to legally bind the Bidder must sign all forms. For example:  
**Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have a (i) corporate resolution authorizing them and (ii) recent corporate secretary's certificate indicating the authority is still valid.  
**General Partnerships** – any partner can sign to bind all partners.  
**Limited Partnerships** – the general partner must sign.  
**Individuals** – no additional authorization is required, but signatures must still be witnessed and notarized.  
**Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.



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**Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

5. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division, its website, and fax-on-demand. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form attached to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
6. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Meeting. City will attempt to respond in writing to all timely submitted questions, but cannot guarantee a response to any question received within 10 working days of the Bid Submission Date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to bid if appropriate to ensure fairness in the process for all Bidders.  

You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your bid may be disqualified, any contract recommendation or acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
7. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any resultant contract. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
8. **BID REJECTION OR WITHDRAWAL.**
  - A. City may reject any or all bids, in whole or in part.
  - B. **A bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or limits your liability to the City.**
  - C. A bid may be rejected if you are currently in default to City on any other contract or have an outstanding indebtedness of any kind to City.
  - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in bids.
  - E. You may withdraw your bid before the Bid Submission Date by appearing in person at the City Clerk's Office by an authorized agent. Otherwise, bids are irrevocable offers and may not be withdrawn until 90 days after the Bid Opening Date.
9. **BID RESULTS.** A tabulation of bids received will be made available on the City's Purchasing Division website and by fax-on-demand generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
10. **CONTRACT AWARD.** If a contract is awarded, it will be to the Bidder that City determines is the lowest secure bidder meeting specifications. Such bid analysis will consider price and other factors, such as bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the bid, whichever is in City's best interest.
11. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Invitation For Bid does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your bid unless a proposed substitution is clearly noted and described in the bid.

The parties recognize that technology may change during the period bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the bid. Any unsolicited alternate bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be considered non-responsive and the bid rejected.



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12. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid to the actual point of delivery. Bids must show the number of days required for delivery under normal conditions.
13. **PRICES/DISCOUNTS.** Prices shall be stated in the units of quantity specified in the Invitation For Bid. In case of discrepancy in computing the bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. 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.
14. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the bid prices.
15. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable  
200 Civic Center, Room 905  
Tulsa, Oklahoma 74103
- Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the bid.
16. **NOTICE TO PROCEED/PURCHASE ORDER.** If City accepts your Offer and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative.
17. **DEFINITIONS.** Wherever used in this Invitation For Bid, the following terms shall have the following meaning:
- "Acceptance"** with respect to a bid shall mean the City's selection and award of a contract to the Bidder's/Seller's Bid.
- "Acceptance"** with respect to delivery of Goods and/or Services provided under a Bid/Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
- "Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
- "Attachments" or "Additional Attachments"** shall mean all documents or items submitted by Bidder/Seller as part of its response to the Invitation For Bid that are not a part of the Invitation For Bid Packet.
- "Bid"** shall mean Bidder's offer to provide the requested Goods and/or Services.
- "Bid Submission Date"** shall mean the last date by which the City will accept bids for an Invitation For Bid.
- "Bidder"** shall mean a supplier or vendor that submits a bid for consideration by City in accordance with the Invitation For Bid.
- "City"** shall mean the City of Tulsa, Oklahoma.
- "Contractor"** shall mean the Bidder whose bid the City selected and awarded a contract.
- "Days"** shall mean calendar days unless specified otherwise.
- "Fax-on-Demand"** shall mean the City's facsimile number (918-596-1171) that Bidders can use to obtain documents or information.
- "Goods"** shall mean those designated items City solicited to purchase in its Invitation For Bid and that Bidder/Seller offered and agreed to provide City in response thereto.
- "Offer"** shall mean a Bidder's response to an Invitation For Bid or Invitation For Proposal. It may also be referred to as the Bid.
- "Primary Seller"** shall mean the Seller whose bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
- "Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
- "Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 200 Civic Center, Room 802, Tulsa, Oklahoma 74103



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**"Secondary Seller"** shall mean the Seller whose bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.

**"Seller"** shall mean the Bidder whose bid City selected and awarded a contract.

**"Services"** shall mean those designated duties or labor City solicited to purchase in its Invitation For Bid and the Bidder/Seller offered and agreed to provide City in response thereto.

**"Solicitation"** shall mean an Invitation For Bid (IFB) or a Request For Proposal (RFP).

**"You" or "Your"** shall mean the Bidder responding to this Invitation For Bid or the Seller whose bid the City selected and awarded a contract.

**"Website"** shall mean the City of Tulsa's website for the Purchasing Division: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org).

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**ADDITIONAL TERMS AND CONDITIONS**

1. **Purchase and Sale.** Seller agrees to sell City the Goods and/or Services set forth in Seller's Delivery and Pricing Form submitted with Seller's response to City's Invitation For Bid and incorporated herein ("Seller's Offer"). City agrees to pay Seller the price and amount in accordance with Seller's Delivery and Pricing Form, based on the quantity actually purchased, upon delivery of the Goods and/or Services to the City, the City's acceptance thereof, and upon Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
2. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Invitation for Sealed Bid constitutes an irrevocable offer to provide the Goods and/or Services. Only the Mayor can approve an award. A purchase order will be used to accept your offer. No City officer, employee or agent except the Mayor has the authority to award contracts or legally obligate the City. Any Goods and/or Services Seller provides to City before this offer is accepted by City shall be at Seller's risk, and City shall have no obligation to pay for any such Goods and/or Services provided before this Agreement is executed by City.
3. **Documents Comprising the Agreement.** The Purchase Order issued will include by reference the entire Invitation For Bid (i.e., the entire request for bid packet, which includes but is not limited to the (i) Affidavits, (ii) Instructions, Terms and Conditions For Bidders, (iii) Specifications, and (iv) any addenda or amendments, and (v) Seller's Offer, and such are incorporated herein as if set forth at length herein. In the event of conflicting or ambiguous language, the parties shall be governed first according to the Invitation for Bid, and secondly according to additional attachments submitted by Seller. The Purchase Order will:
  - A. specify the equipment/services to be purchased and reference the Invitation for Sealed Bid and Bidders response
  - B. act as notification for the seller to proceed with fulfilling the requirements listed on the Purchase Order.
4. **Warranties.** Seller expressly warrants that all Goods and/or Services covered in the Bid response will conform to the specifications attached and incorporated herein, and further warrants that the same shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of acceptance or installation by City, whichever is later, or for such period beyond one (1) year as the Seller may provide in its Offer. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
5. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace the same at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.
6. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the acceptance of the Goods, properly packed, by City.
7. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
8. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of every nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
9. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
10. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements hereunder.
11. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Offer that are contrary to the terms set forth herein that the bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Offer and awards a Purchase Order, City shall not be bound to any exceptions, changes or additions made by Seller, and any conflicting terms and conditions added by Seller will be void and of no force and effect because the parties will be governed according to the document precedence set forth above.
12. **Compliance With Laws.** Seller shall take the necessary actions to ensure its facilities and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Seller is responsible for any costs of such compliance. Seller shall be responsible for complying with all applicable federal, state and local laws.
13. **Termination.** City, by written notice, may terminate the awarded Purchase Order, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination.
14. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations, nor excuse performance or delay on Seller's part. If City offers a price escalation/de-escalation clause in its Invitation for Sealed Bid, Seller may be able to revise the prices for its Goods and/or Services pursuant to the terms of that provision, but City will consider those terms when determining the bid award.



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15. **Right to Audit.** The parties agree that books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Bid for a period of three years following completion and/or termination Purchase Order executed as a result of this Invitation for Bid and seller's offer. If an audit, litigation or other action involving such records begins before the end of the one year period, the records shall be maintained for one years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
16. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of the Instructions, Terms, and Conditions will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
17. **Governing Law And Venue.** When Purchase Order is issued, it shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City will not agree to binding arbitration of any disputes.
18. **No Waiver.** A waiver of any breach of any provision shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
19. **Entire Agreement/No Assignment.** These Bid documents constitute the entire description of the needs of the City and will supersede any and all prior agreements, oral or otherwise. Any Purchase Order resulting from this Invitation for Sealed Bid may only be modified or amended by Change Order and signed by both parties. Seller may not assign a resulting Purchase Order without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
20. **The undersigned individual states that s/he has authority to make offers on the Seller's behalf and that s/he has read and understands this Invitation, and that Seller agrees to be bound by the Invitation for Bid and its incorporated documents and Seller's Offer.**





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## SPECIAL REQUIREMENTS

- 1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your bid is firm and irrevocable from the Bid Submission Date until \_\_\_\_\_ days after the Bid Opening Date.
- 2. General Liability.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Agreement herein. You must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to this Agreement.
- 3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and material furnished by you or your subcontractors under the scope of this Agreement.

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## **TECHNICAL SPECIFICATIONS**

**1. Scope.** You must furnish and supply the below listed Goods and/or Services in accordance with these additional terms, conditions and provisions set forth herein.

**2. Warranty.** You must furnish with your Bid copies of your warranty applicable to the Goods and/or Services being provided hereunder. You must expressly warrant that all Goods and/or Services being provided will conform to the Specifications and be of good materials and workmanship and free from defects for a period of \_\_\_\_\_ (must be a minimum of one year pursuant to Bid/Purchase Agreement, Paragraph 5) from the date of acceptance or installation by City, whichever is later.

### **Section One:**

1. The City of Tulsa is seeking additional DISK Capacity for it's Hitachi Data Systems 7700-E Disk Subsystem, Serial # 30740. The current 7700-E contains both 18GB and 47GB Disk Array Groups. All of the array groups are contained in One HDS R1 Frame. In addition, the City of Tulsa is requesting will **replace** the existing 4 Gigabytes of 7700E Cache.

### **2. Equipment Required:**

- A. Requesting ONE HDS 7700E R2 Frame with all hardware components to attach to the Existing City of Tulsa 7700-E R1 Frame.
- B. FOUR HDS 47 Gigabyte Array Groups.
- C. THREE HDS 47 Gigabyte Array Groups.
- D. ONE HDS 4-Port FIBRE Card.
- E. TWELVE DKC-F310I-1024 SIMMS FOR HDS 6 Gigabytes of 7700E Cache  
[12 is required because of redundancy]
- F. SIXTEEN DKC-F310I-1024 SIMMS FOR HDS 8 Gigabytes of 7700E Cache  
[16 is required because of redundancy]

3. Bidders are requested to submit three DISK Expansion combinations for consideration as follows:

- A. 2A + 2B + 2E From Above
- B. 2A + 2B + 2F From Above
- C. 2A + 2C + 2E From Above
- D. 2A + 2C + 2F From Above
- E. 2A + 2C + 2D + 2E From Above
- F. 2A + 2C + 2D + 2F From Above

\* The City will pick only One of the Above Combination Groups that best fits its needs and budget.

- 4. Bidders must provide 1 year hardware warranty PLUS 2 year's hardware maintenance for each combination.
- 5. Bidders are responsible for all HDS components necessary to support the combinations to fully support this expansion request. The City of Tulsa is providing the HDS 7700-E Serial Number for bidders to use in building the proper configuration to support this expansion.
- 6. All components must be HDS components and certified for maintenance by HDS.
- 7. Bidders must include installation and freight.
- 8. Payment will be made upon successful installation of the HDS components and certified by the HDS engineers and accepted by City of Tulsa Systems Software staff.
- 9. All parts must be new HDS components.



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<sup>1</sup>  
**SIGNATURE PAGE**

**INSTRUCTIONS:** This document **must** be properly signed and returned or your bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound to them.

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

**Sign Here ►** \_\_\_\_\_

ATTEST:

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

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

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

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

Company Name/Address [Please Print] \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) - \_\_\_\_\_ ( ) - \_\_\_\_\_  
Telephone Number Fax Number Email Address

**IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

**RETURN THIS ENTIRE IFB PACKET WITH ANY SUPPORTING DOCUMENTS**