



INVITATION FOR SEALED BID

**TAC 081C
RE-BID**

Description: Lamps

Department: Public Works

NIGP Commodity Code(s): 285-50-00-000-0

Total pages including this page is 16

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Web-site : www.cityoftulsapurchasing.org**

**you must notify the buyer Laura Blades of your intent to bid by
e-mail lblades@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 web-site.**

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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: September 20, 2001

BID NUMBER: TAC 081C

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: September 4, 5, 6, 7, 10, 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

Laura Blades 918-596-7553

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)

STREET _____

TITLE

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF 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: _____ Signature: _____
Date: _____

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

TAC-081C

PRICING SCHEDULE

THE SUCCESSFUL BIDDER(S) SHALL FURNISH THE CITY OF TULSA PURCHASING DIVISION ALL NECESSARY COPIES OF COMPLETE CATALOG(S) CONTAINING ALL ITEMS BID AND PRICING SCHEDULES FOR USER DEPARTMENTS.

ITEM 1:

DISCOUNT FROM LIST PRICE

INCANDESCENT LAMPS

Brand (Manufacturer): _____ % Full Cartons

Catalog Number(s): _____ % Broken Cartons

ITEM 2:

DISCOUNT FROM LIST PRICE

HALOGEN LAMPS

Brand (Manufacturer): _____ % Full Cartons

Catalog Number(s): _____ % Broken Cartons

ITEM 3:

DISCOUNT FROM LIST PRICE

COMPACT FLUORESCENT LAMPS

Brand (Manufacturer): _____ % Full Cartons

Catalog Number(s): _____ % Broken Cartons

ITEM 4:

DISCOUNT FROM LIST PRICE

FLUORESCENT LAMPS

Brand (Manufacturer): _____ % Full Cartons

Catalog Number(s): _____ % Broken Cartons

ITEM 5:

DISCOUNT FROM LIST PRICE

HIGH INTENSITY DISCHARGE LAMPS (HID)

Brand (Manufacturer): _____ % Full Cartons

Catalog Number(s): _____ % Broken Cartons

ITEM 6:

DISCOUNT FROM LIST PRICE

MINIATURE & SEAL BEAM LAMPS

Brand (Manufacturer): _____ % Full Cartons

Catalog Number(s): _____ % Broken Cartons

ITEM 7:

DISCOUNT FROM LIST PRICE

PHOTO/PROJECTION LAMPS

Brand (Manufacturer): _____ % Full Cartons

Catalog Number(s): _____ % Broken Cartons

ITEM 8:

DISCOUNT FROM LIST PRICE

STAGE/STUDIO/TV LAMPS

Brand (Manufacturer): _____

_____ % Full Cartons

Catalog Number(s): _____

_____ % Broken Cartons

Delivery: _____ **Days**

**TAC 081C
LAMPS
CITY OF TULSA**

INTENT:

To secure sealed bids for a source(s) of supply of **Fluorescent, Compact Fluorescent, Halogen, Miniature & Seal Beam, Incandescent, Photo/Projection, Audio Visual, Stage/Studio/TV, and High Intensity Discharge (HID) Lamps** for the City of Tulsa on an annual basis.

SCOPE:

This bid is for the purchase of various types of lamps used by the City of Tulsa.

TRAFFIC SIGNAL LAMPS ARE EXCLUDED FROM THIS CONTRACT.

Bidders may bid by section only or entire bid. The City reserves the right to award the bid item, section or overall bid, whichever is the most beneficial to the City.

BIDDER'S AFFIDAVIT:

Each bidder shall accompany their bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so may be cause for rejection of the bid.

CONTRACT:

The terms of the contract shall be for a period of one (1) year beginning from the date it is executed by the City of Tulsa. The contract shall be renewable with the consent of both parties, for three- (3) successive one- (1) year periods.

The successful bidder will be required to enter into contract with the City of Tulsa within ten- (10) days after submission of such.

PRICE ADJUSTMENTS:

If, during the term of the contract, the bidder's net prices to other customers for items like those listed herein are reduced below the price quoted herein, it is understood and agreed that the benefits of such reduction shall be extended to the City of Tulsa. The supplier will, within fifteen (15) days, provide written notice to the Purchasing Department of the specific amount of decrease and the date of effect.

PRICE ADJUSTMENT OPTION:

The price paid for a commodity under this contract shall not change during the term of this contract. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in a renewal of this contract if the following criteria are met:

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract.** Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

ASSIGNMENT:

Successful bidder shall not sell, sublet, or assign this agreement or any portion thereof to any person or persons, except upon the written approval of the City of Tulsa.

Contractor shall comply with all applicable laws and regulations.

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 representations, 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.

PRICING:

All prices shall be quoted F.O.B. destination and subject only to a cash discount for prompt payment of invoice.

DELIVERY:

Delivery time must be stated in days in the appropriate spaces of the cover sheet. Indefinite terms such as “promptly”, “without delay”, etc., will not be given consideration. Failure to indicate delivery time may be cause for rejection of the bid.

PURCHASE ORDERS, INVOICING AND PAYMENTS:

The City may issue **itemized purchase orders, blanket purchase orders, or use City Purchasing Card** by the various City agencies.

The contract holder(s) shall furnish the user department one (1) copy of the itemized and priced delivery ticket.

The original invoice is to be sent directly to the City of Tulsa Accounting Division, 200 Civic Center, City Hall Building, Room 905D, Tulsa, Oklahoma 74103.

Invoices shall contain as a minimum, the following information:

1. Using agency and address
2. Purchase Order Number
3. Delivery Ticket Number (if not the same as invoice number)
4. Product description
5. Unit price of product(s)
6. Total Price of Invoice
7. Delivery or pick-up date
8. Bid number

Invoices for monthly blanket purchase orders are not to exceed the dollar amount shown on the purchase order.

When possible, the City will make payment within fifteen (15) days after receipt of invoice and completion of order.

GENERAL SPECIFICATIONS:

Bidders are to bid new lamps in accordance with the minimum specifications as set forth in this bid.

Each bidder shall bid complete catalog line or lines at a quoted discount for all items, or a special contract price list for each item bid. Chain discounts will not be accepted.

Bidder must submit two (2) full, complete illustration and description catalogs of the above mentioned lamps offered for bid, along with the manufacturers list prices for

each item in the description catalog. **Failure to do so will result in rejection of your bid.**

Prices bid shall be based on standard packages and/or broken packages.

ESTIMATED USAGE:

The City of Tulsa during the year, will purchase approximately \$30,000.00 in lamps and bulbs. It is expected that this year's usage may be increased somewhat, but the City will not guarantee specific quantities to be purchased.

THE COST FIGURE ABOVE IS AN ESTIMATE ONLY.

APPLICABLE SPECIFICATION:

Lamps shall meet or exceed the latest Federal Specifications and the current revisions or legislation of the National Energy Efficiency Act of 1992.

MATERIALS AND WORKMANSHIP:

Materials used in the manufacture of lamps shall meet or exceed all requirements of the American Standards Bureau and Federal Specifications, if applicable. Workmanship shall be in accordance with or exceed the current acceptable standards of the industry and current revisions or legislation of the National Energy Efficiency Act of 1992.

INSPECTION AND TEST:

All items delivered against this specification may be inspected at point of delivery or vendor's warehouse, unless otherwise specified in the invitation to bid.

All lamps offered for bid under this specification shall meet or exceed all tests as set forth in the current Department of Energy luminaries efficiency rating/testing/labeling program and Appropriate Federal Specifications as listed in Paragraph "A" above.

SILENCE OF SPECIFICATIONS:

The apparent silence of this specification as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to be used. All interpretations of this specification shall be made from this statement. Proof of compliance will be the responsibility of the vendor.

PACKING AND MARKING:

The packing and marking of lamp bulbs shall be by best acceptable commercial standards, in standard containers so constructed as to insure against breakage under normal handling.

The cost of all special packing, boxing, crating or cartage is included in the pricing specified on the response unless otherwise specifically stated in the request.

The marking of each shipping container shall be as follows:

- A. Type of Lamp
- B. Size and Wattage
- C. Department
- D. Contract and/or purchase order number

ADDITIONAL CATALOGS:

The successful bidder shall furnish the City of Tulsa Purchasing Division any requested additional copies of complete catalog(s) containing all items bid and pricing schedules for user departments as necessary during the term of this contact at no cost .

AWARD OF BID:

This bid shall be awarded to the firm(s) whose proposal is most 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:

406E. AWARD OF CONTRACT

1. Authority in the 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. Bid Specifications may include a point system for evaluating the lowest secure bid. 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;
- 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.

Terms and conditions shown on page four- (4) apply to this transaction.