

# Addendum #1

## TAC 152

CITY OF TULSA

PAGER SERVICE

**THIS ADDENDUM IS TO BE COMPLETED, SIGNED BY AN AUTHORIZED AGENT OF YOUR COMPANY, AND INCLUDED IN YOUR BID SUBMISSION. FAILURE TO DO SO WILL RESULT IN REJECTION OF YOUR BID.**

**Page 9, Technical section, paragraph 3:**

- ✓ Change 43 dbu to read -43 dbu.
- ✓ Change 95% reliable service area coverage to 90% reliable service area coverage.

**Page 10, Technical section, paragraph 1:**

- ✓ Change 95% reliable service coverage to 90% reliable service area coverage.

**Page 10, Technical section, paragraph 5:**

- ✓ Change (21) to (2) days after receiving the first low battery alert.

**Page 10, Service section, paragraph 1:**

- ✓ Change to 7 days a week.

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Signature of Authorized Agent

Date



## INVITATION FOR SEALED BID

**TAC 152**

**Description: PAGER SERVICE**

**Department: TELECOMMUNICATIONS**

**NIGP Commodity Code(s): 725-45-00-000-0**

**Total pages including this page is 13**

**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 Website : <http://frontpage.webzone.net/purchasing>**

**you must notify the buyer Patricia Cummings of your intent to bid by e-mail at [pcummings@ci.tulsa.ok.us](mailto: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: February 1, 2001**

**BID NUMBER: TAC 152**

**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: January 22, 23, 24, 25, 26, 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 \$ None, 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.**

**TAC #152**

**Pager Leasing & Service**

<u>ITEM</u>	<u>QTY.</u>	<u>DESCRIPTION</u>
1.	100 or more	<u>Alphanumeric display Tone and Vibrate</u>  MFG. _____ MODEL _____ LEASE RATE _____ (per mo., each)
2.	200 or more	<u>Digital Numeric with Vibrate</u>  MFG. _____ MODEL _____ LEASE RATE _____ (per mo., each)
3.	2 or more	<u>Motorola 2-Way Pager</u>  MFG. _____ MODEL _____ LEASE RATE _____ (per mo., each)
4.	4 or more	<u>Nationwide 2-Way Pager with E-Mail</u>  MFG. _____ MODEL _____ LEASE RATE _____ (per mo., each)
5.	4 or more	<u>Motorola 2-Way Pager with E-Mail</u>  MFG. _____ MODEL _____ LEASE RATE _____ (per mo., each)

**TAC #152**  
**PAGER LEASING AND SERVICE**  
**CITY OF TULSA**

**INTENT:**

It is the intent of this bid to secure, on a competitive basis, a source of supply for **furnishing Pager Service and Pager Equipment Lease** for the City of Tulsa, Telecommunications and Information Services Department.

**GENERAL:**

Successful bidder agrees to maintain “state of the art” pagers during the contract year. In the event a particular model on contract becomes obsolete or discontinued as a product line during the contract year, bidder will exchange the old model with the replacement model at the bid price of the discontinued model.

The successful bidder will be required to submit to the City of Tulsa Telecommunications Department, Resources Administration Section Head, 3411 North Columbia, EMF, Tulsa, Oklahoma, 74110, a quarterly listing of all pagers leased by the City, identified by location of pager, monthly fee, and department billing code. User training must be provided on each type of pager listed on the bid.

**TECHNICAL:**

Pagers supplied by the successful bidder are to be of current production, “state of the art” models capable of performing on the outermost boundaries of the northeastern Oklahoma area. This area extends north to the Kansas state line, east to the Arkansas state line, south to the southern most part of Muskogee County, and west to the western most line of Oklahoma County. Tone, voice and display capability shall be audible and/or legible at all times while in this area.

Pages will have standard seven (7) digit access telephone numbers which are accessible by the local public telephone company. Pagers will operate with only one telephone number to include statewide paging capabilities.

Successful bidder will comply with adopted Federal Communications Commission (FCC) standards of Reliable Service Area Contour (RSAC) described in Section 22.504 of the FCC Rules and Regulations. A standard field strength measurement of -43 dbu is required. The successful bidder shall provide 90% reliable service area coverage to northeastern Oklahoma and provide maps indicating area contours. The City of Tulsa reserves the right to conduct unannounced field strength measurement tests of the bidders system(s).

The successful bidder will insure that the paging service will be free from co-channel interference at all times. the successful bidder will insure that paging capability inside building structures either meets or exceeds the 90% reliable service coverage in the area.

The pagers must have the capability of terminal grouping and cap code grouping, which will allow several pagers to be activated simultaneously. Additionally, the vendor must have the ability to provide terminal and cap code grouping with priority queuing for servicing Public Safety and Public Safety support personnel.

A minimum of three pagers must be programmed for each priority queuing cap code and terminal grouping service configuration and be made available for immediate exchange 24 hours/day, 7 days/week. Field programming and(or) code plug exchange for all service types will be performed by the bidder at no additional cost to the City. any malfunctioning pager must be exchanged within 24 hours of notification at no additional cost to the City.

Pagers furnished must be lightweight, designed for comfort, weather resistant and have a safety chain attachment.

Pagers are to be equipped with long-life, heavy duty batteries. If rechargeable battery types are bid, then chargers are to be furnished as part of the unit rental cost bid. pagers shall include a low battery alert feature with operation continuing a minimum of two (2) days after receiving the first low battery alert.

Pagers must have at least two (2) means of page alerting; one of which must be a silent, preferably vibrating alert.

Display pagers must have a digital read out display of at least twelve (12) characters, as well as memory for duplicate message detection and a tone alert.

AlphaNumeric pagers must have a least a two (2) line character read out display and must have tone and vibration alerts.

All display pagers must include a method to retain any pages received after they have been acknowledged.

All bids for alphanumeric pagers which have message printing capabilities must include an option to lease the manufacturers suggested printing device at an additional cost.

### **SERVICE:**

Unit leasing prices bid shall include maintenance service of all pagers leased by the City. Malfunctioning pagers shall be picked up, replaced, and/or repaired within 24 hours of notification by the City. Paging service is to be provided by the successful bidder 24 hours a day, 7 days a week. Successful bidder providing paging service shall be self-maintained and network paging services and maintenance thereof shall not be sub-contracted. Vendor must have a service facility in the Tulsa area.

Communications software, and any updates to that software, required for interfacing between an AlphaNumeric character message pager and Personal Computers (PCs) will be provided as needed to the City of Tulsa at no additional charge. Modem(s) connections will be the responsibility of the individual City departments employing alphanumeric pagers for messaging capabilities and shall not be furnished, maintained or repaired by the successful bidder.

The City of Tulsa reserves the right to visit bidder's facilities to evaluate service and maintenance capabilities.

Bidders are invited to include as part of their bid equipment on a "Purchase + Service basis as well as equipment Leased with Service. Bidders may include equipment with features and benefits that are currently available to the general public.

**BIDDER QUALIFICATIONS:**

Bids will be accepted only from established companies in the pager leasing/service industry. Bidders must be companies who have provided the requested service(s) in the Tulsa area for a minimum of six (6) years.

Bidders must furnish, with their bid, references of large accounts for which they are presently performing the service(s) requested.

**ADDITIONAL INFORMATION REQUIRED:**

Bidders are to submit complete specification sheets (brochures) on the pages bid and any additional information that might aid in evaluating the bid submitted.

**CONTRACT:**

The successful bidder(s) will be required to enter into a contract with the City within ten (10) days after submission of the same.

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 four (4) successive one (1) year periods.

**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 governmental laws and regulations.

**INSURANCE:**

The contract holder(s) shall bear all insurance costs covering the loss or damage to leased equipment.

## INVOICES AND PAYMENT:

The City will not issue Purchase Orders for services provided under this contract.

The contract holder will send two (2) copies of monthly invoices to each of the various departments using the contract. the City will provide billing information upon execution of the contractual agreement.

Departmental accounts will be maintained and kept separate by the contract holder to facilitate direct billing to individual departments. Invoices must contain the following minimum information:

- City Department Name/Address
- Quantity and Description of Equipment Leased
- Individual Pager Numbers or all Pager Equipment Leased
- Unit Cost with Extended Item Total
- Date of Services Provided
- City Bid Number

Monthly payment of services will be made within 30 days of receipt of invoice.

## INTRODUCTION OF EQUIPMENT AND INSTRUCTIONS:

The contract holder will be responsible for delivering all equipment required and instructing the users in the proper use, care and performance of all leased equipment.

The City departments will notify the contract holder of the quantities and types of equipment required to include coordination of deliveries and instructional periods.

## RIGHT TO AUDIT:

Bidder fully understands that it is a condition of this bid to allow the City to audit for goods, services, materials and/or supplies provided to the City of Tulsa. Bidder agrees to provide timely access to its books and records on Bidder's premises upon reasonable request by City staff. Bidder further agrees that it shall provide City personnel reasonable access and such clerical assistance as City staff may require for examination and audit of those portions of Bidder's books and records relating to the goods, services, materials and/or supplies furnished to the City during the term of any contract between Bidder and City.

## AWARD OF BID:

The bid shall be awarded 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:

### 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.