



## INVITATION FOR SEALED BID

### TAC 165C

Description: ELECTRICAL SUPPLIES

Department: CITY OF TULSA

NIGP Commodity Code(s): 285-21

Total pages including this page is 17

NOTE: FAX BIDS WILL NOT BE ACCEPTED

### Important Instruction – Read Carefully:

If you have obtained these bid specifications from either:

1. City of Tulsa's Fax-on-Demand (918-596-1171) or
2. City of Tulsa's Website: [www.cityoftulsapurchsing.org](http://www.cityoftulsapurchsing.org)

You must notify the buyer Laura Blades by e-mail [lblades@ci.tulsa.ok.us](mailto:lblades@ci.tulsa.ok.us) of your intent to bid 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 14, 2002

**BID NUMBER:**     TAC 165C

**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:     February 4, 2002

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 \_\_\_\_\_

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 SUMITTED 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 deliver 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.

# INTEREST AFFIDAVIT

STATE OF \_\_\_\_\_ }  
  }§  
COUNTY OF \_\_\_\_\_ }

\_\_\_\_\_, of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder 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 in the bidder's business or such a percentage which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

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

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

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

\_\_\_\_\_  
NOTARY PUBLIC SIGNATURE

My Commission Expires:

\_\_\_\_\_

**The Interest Affidavit must be completed, signed by an authorized agent, and notarized.**

# 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

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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.**

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### TAC 165C

**IN ACCORDANCE WITH THE TERMS, CONDITIONS AND SPECIFICATIONS OF THIS BID, BIDDER AGREES TO FURNISH THE FOLLOWING ITEMS AT THE PRICES INDICATED BELOW:**

**MANUFACTURER** \_\_\_\_\_

**PRICE LIST DATE** \_\_\_\_\_

\_\_\_\_\_ % OVER YOUR INVOICE COST ON STOCK ITEMS.

\_\_\_\_\_ % OVER YOUR INVOICE COST ON OUT-OF-STOCK ITEMS

**ARRANGED TO BE PICKED UP OR DROP SHIPPED TO THE CITY OF TULSA**

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For evaluation purposes, bidders are to indicate the current City price based on the percentage bid for the following listed items:

#### ITEM

#### DESCRIPTION

1. Standard Coil - Size - 1/2"  
Brand Name: \_\_\_\_\_  
Price Per C. Ft. \$ \_\_\_\_\_
2. Ballast, for fluorescent lamps with thermal protection.  
For rapid start.  
Lamp Watts - 2-40, Power factor - 90, Number - R0, - 2540TP  
Packaged: 10  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_

**ITEM**

**DESCRIPTION**

- 3. Ballast, for F48 T12 slimline and instant start fluorescent lamps.  
Lamp Watts - 2 lamp 8 foot slimline, number - A-2E75-STP  
Packaged: 6  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
  
- 4. Dimming controls, for standard fluorescent lamps  
Description - Controls 3-12 Lamps, volts – 120  
Packaged: 1  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
  
- 5. Dimming controls, for incandescent lamps  
Description - push on-off IP,  
Watts - 600, Volts – 120  
Packaged: 1  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
  
- 6. Circuit breaker enclosures, raintite, less hubs. Single phase, 3  
wire, with ins. grounded neutral.  
Main lug capacity - 125 amp.  
Max. no. of 1" breakers - 123, Max. No. of twin breakers - 24  
Packaged: 1  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
  
- 7. Hubs for raintite switches and circuit breaker enclosures.  
Size - 3/4"  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
  
- 8. Circuit Breaker, Ground Fault circuit interrupter provide protection  
against leakage to ground through an unintended patch.  
Size - 15 Amp  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_

**ITEM**

**DESCRIPTION**

9. Circuit Breaker, Plug-in type.  
Amp - 20, Pole - 1, size - twin or 1"  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
10. Adapters, female (connectors) for P.V.C. plastic conduit, schedule 40 U.L. approved  
Size - 1"  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
11. Adapters, male (connectors) for PVC plastic conduit, schedule 40 U.L. approved  
Size - 1"  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
12. Conduit, Rigid Heavy Well PVC plastic, schedule 40, U.L. approved in 10 ft. lengths  
Size 3/4" - packaged: 100'  
Brand Name: \_\_\_\_\_  
Price Per C Ft. \$ \_\_\_\_\_
13. Elbows, 90 degrees for thinwall type galvanized conduit.  
Size - thinwall 1/2"  
Brand Name: \_\_\_\_\_  
Price Per C Ft. \$ \_\_\_\_\_
14. Nipples, (Chase) for rigid conduit size - 1/2" – packaged: 100  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
15. Blanks, Knockout, snap-in type, cadmium plated.  
Size - 1/2" - packaged: 100  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_

**ITEM**

**DESCRIPTION**

16. Boxes - utility conduit boxes without brackets (Handy Boxes)/  
All boxes cadmium or zinc plated, 4' long x 2-1/8" wide.  
Description - 1-1/2" deep, 1/2" knockouts – packaged: 50  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
17. Boxes, Romex - with clamps, 3" long x 2" wide.  
2-1/2" deep with ears.  
Packaged: 50  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
18. Boxes, Outlet-Weatherproof (FS Boxes).  
Number of gangs - 1, number of hubs - 3 - 1/2"  
Packaged: 10  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
19. Covers, weatherproof - for weatherproof FS Boxes  
Packaged: 10  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
20. Bushings, Conduit, non-metallic, insulating type.  
Size 1/2" - Packaged: 100  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
21. Clamps, ground, for copperweld ground rods.  
Rod size - 5/8" wire size - 2 to 8 A.W.G.  
Packaged: 50  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
22. Connectors and couplings for thinwall conduit, set screw type.  
Connectors - size - 1" - Packaged: 100  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_

**ITEM**

**DESCRIPTION**

- 23. Couplings, size 1/2" - Packaged: 1  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
- 24. Connectors and couplings for thinwall conduit, rain and concrete right.  
Connectors - 1/2" - Packaged: 100  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
- 25. Fuses, Plug Type, Clear window 125 volt.  
Amps - 20 - Packaged: 4  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
- 26. Fixtures - surface mounted fluorescent fixture. 12" wide by 48" long by 3-1/2" deep for use with two 40 watt lamps. Lens to be wrap-around type acrylic prismatic diffuser. Housing to be 22 gauge cold rolled steel.  
Ballasts: 120 V. E.T.L-C.B.M. - Packaged: 1  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
- 27. Rods, ground, ground rods galvanized w/o wire size: 5/8" x 6'  
Packaged: 10  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
- 28. Switches, Toggle, Quiet, Specification Grade, 125-277 Volt. Brown 15 Amp S.P. - Packaged: 100  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
- 29. Starters, Fluorescent, ceramic, condenser type. Glow type. 15-20 Watt - Packaged: 25  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_
- 30. Fuses, non-renewable, cartridge type 250 volt.  
Amps - 20 - Packaged: 10  
Brand Name: \_\_\_\_\_  
Price Per each \$ \_\_\_\_\_

# **TAC 165C**

## **ELECTRICAL SUPPLIS**

### **CITY OF TULSA**

#### **INTENT:**

To secure sealed bids for the purpose of entering into an annual contract(s) for the supply of **Electrical Supplies** on a daily pickup basis for the City of Tulsa.

#### **GENERAL:**

Items supplied under this contract shall be new, unused of first-line quality of major manufacturers.

#### **QUALIFICATION OF BIDDER:**

Bids will be accepted only from established electrical supply wholesalers with warehousing capability.

Bidders must carry a complete stock of various items listed herein so that over-the-counter emergency purchases can be made on most common use items. If supplies are not in stock for over-the counter sales, bidders will arrange drop shipments to the City or for city pickup within five days from bidder's supplier or another vendor at a percentage rate over invoice cost.

#### **PRICING:**

Bidders are to bid a percentage rate over your invoice cost. This percentage rate shall remain in effect for the duration of the contract on all items and escalation or de-escalation will be accepted as long as it is substantiated in writing from your supplier. A copy of any increase or decreases is to be sent to the City Purchasing Agent within ten (10) days of notification.

The City reserves the right to periodically check invoice prices in order to monitor contract compliance.

#### **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.

### **CONTRACT:**

The successful bidder(s) will be required to enter into a contract with the City within ten (10) days after notification. Term of the contract will be one (1) year with two (2) one year renewal options, with the agreement of the successful vendor and the City of Tulsa. Successful bidder needs to post a Performance Bond in the amount of **\$1,000.00**.

### **PICKUP AND DELIVERY:**

Most orders will be picked up by the City on over-the-counter sales, but it may be necessary at times to request delivery. If delivery is required, the bidders are to indicate in the appropriate area of this bid, delivery charges, if any and amount of purchase required for such delivery.

### **AMERICANS WITH DISABILITIES ACT:**

Bidder shall take the necessary actions to ensure its facilities and employment practices are in compliance with the applicable requirements of the Americans with Disabilities Act. Any costs of such compliance will be the sole responsibility of Bidder.

### **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 bid.

## **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 the City of Tulsa employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

## **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.

Award will be based on overall low bidder by using the case quantity and the each price (Example: one foot of standard coil and 10 package quantity of ballast) to determine successful vendor.

**Invoices shall contain the following information:**

1. Using agency and delivery address.
2. Delivery Ticket Number.
3. Product quantity and description
4. Unit price of product
5. Total price of invoice.
6. Delivery date.
7. Contract Number.

The City will make payment within fifteen (15) days after completion of order and receipt of invoice when possible.

Bidders must indicate which of the following listed items are available as stock items in your warehouse:

	<b>(Check One)</b>	
	<b><u>YES</u></b>	<b><u>NO</u></b>
1. Electrical Cable and Wire	_____	_____
2. Rigid, EMT and Flexible Conduit and Fittings	_____	_____
3. Wiremold and Fittings	_____	_____
4. Conduit Outlet Bodies, Boxes and Fittings	_____	_____
5. Electrical Switches, Plugs, Receptkacles, & Lighting Fixtures	_____	_____
6. Circuit Breakers and Boxes	_____	_____
7. Wiring Terminals	_____	_____
8. Fuses	_____	_____
9. Transformers	_____	_____
10. Electrical Tape & Splicing Compounds	_____	_____
11. Motor Starters	_____	_____
12. Relays and Switches	_____	_____