



## INVITATION FOR SEALED BID

### TAC 379A

Description: Telecommunication & Electronic Supplies

Department: Telecommunications

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

Total pages including this page is 14

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

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: October 3, 2002**

**BID NUMBER: TAC 379A**

**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 19, 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 \_\_\_\_\_  
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.

**INTEREST AFFIDAVIT**

STATE OF \_\_\_\_\_ }  
  } ss  
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: \_\_\_\_\_

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**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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## TAC397A Telecommunications & Electronic Supplies Telecommunications Department

*The following is a list of items most commonly used by the Telecommunications Department. Any brand or manufacturer's name called out is to set the quality of the items desired and is not meant to limit bidding on products of equal quality. The City of Tulsa reserves the right to make final judgment as to the equality of the substitute items bid.*

***Bidders shall complete the following section and submit with their bid. If any of the following items are not available, bidder shall indicate the reason not available in the space provided.***

The following is a partial list of items purchased by the City over the past year. This list is for price comparison only. To insure valid comparisons, the bidder must bid prices for the exact part/ model numbers listed without substitution if the item is available through the bidder. Only when the bidder **cannot** provide a particular item can another item of equal quality be quoted and all substituted part/ model numbers must be indicated as such.

Item #	Supplier Name	Catalog Number	Your Price (per Unit)	Units	Quantity	Line Total
1	ADIRONDACK WIRE AND CABLE	10107-W-500		500' spool	15 spools	
2	ADIRONDACK WIRE AND CABLE	9200-12-V		each	50	
3	ADIRONDACK WIRE AND CABLE	9200-25-V		each	30	
4	ALLEN TEL PRODUCTS, INC.	AT202-4		each	40	
5	ALLEN TEL PRODUCTS, INC.	AT267E		each	20	
6	ALLEN TEL PRODUCTS, INC.	AT468-6		25/ box	2 boxes	
7	ALLEN TEL PRODUCTS, INC.	AT468-8		25/ box	5 boxes	
8	ALLEN TEL PRODUCTS, INC.	AT4X4		pkg of 50	3 pkg's	
9	ALLEN TEL PRODUCTS, INC.	AT4X6		pkg of 50	15 pkg's	
10	ALLEN TEL PRODUCTS, INC.	AT6X6		pkg of 50	10 pkg's	
11	ALLEN TEL PRODUCTS, INC.	AT8X8		pkg of 50	9 pkg's	
12	COMMUNICATION WIRE & CABLE	3P4P24-WH-P-GCC-PP		1000' box	14 boxes	
13	COMMUNICATION WIRE & CABLE	5EP4P24-WH-P-ESS-AP		1000' box	10 boxes	
14	COMMUNICATION WIRE & CABLE	5EP4P24-WH-R-BER-AP		1000' box	10 boxes	
15	EVEREADY BATTERY CO.,INC.	EN91		24/ box	20 boxes	
16	EVEREADY BATTERY CO.,INC.	EN92		24/ box	6 boxes	
17	EVEREADY BATTERY CO.,INC.	EN22		12/ box	15 boxes	
18	HUBBELL, INC.	FPL12		each	100	



Stated discount from the Manufacturer's Price List

**Manufacturer:** \_\_\_\_\_

**Price List No.:** \_\_\_\_\_

**% Discount from MSP:** \_\_\_\_\_

Manufacturer: \_\_\_\_\_

Price List No.: \_\_\_\_\_

% Discount from MSP: \_\_\_\_\_

**Manufacturer:** \_\_\_\_\_

**Price List No.:** \_\_\_\_\_

**% Discount from MSP:** \_\_\_\_\_

**TAC379A**  
**Telecommunications & Electronic Supplies**  
**Telecommunications Department**

**INTENT:**

It is the intent of this bid invitation to obtain bid proposals for furnishing after market **Data and Telecommunications Parts and Supplies** to the City of Tulsa, Telecommunications/ Information Services Department.

**GENERAL SPECIFICATIONS:**

Bids will be accepted only from established suppliers with a presence in Tulsa or within the Tulsa Metropolitan area. All parts are to be new and unused.

Bidders must carry a complete stock of the various items listed herein so that over the counter purchases can be made on most commonly used items. The products listed on the Pricing Page are strictly items that are most commonly purchased to fulfill the needs of the City's Network and Radio Services divisions and do not represent the entire scope of products to be purchased. The parts listed are for price comparison only and no commitment to purchase is to be implied. The City desires the ability to purchase any item within each manufacturer's line of telecommunications products at a stated discount from the Manufacturer's Price List. No delivery or freight charges will be accepted. If you anticipate the need to collect fees for this service, please include the costs in your product pricing. No itemized payment will be made for freight or delivery fees.

Any exceptions to or deviations from the specifications set forth in this bid shall be clearly described in the vendor's bid. Please make as many attachments to your bid as necessary.

Bidders must submit one (1) copy of the Manufacturer's Suggested Price List for each product line offered, and one (1) copy of the Manufacturer's Product Catalog. Failure to include price lists and catalogs may result in the rejection of your bid. The percentage discount is to remain firm for the term of the contract. However, if a manufacturer publishes a new price list, the vendor is to supply that price list to the Buyer prior to implementing the new pricing on City invoices.

**Bidders are to submit one (1) original with three (3) copies of bid. Failure to do so may result in 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 City of Tulsa employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

## **BIDDER AFFIDAVITS:**

Each bidder shall accompany his bid with a fully executed and notarized copy of the attached **Non-Collusion Affidavit** and the **Interest Affidavit**. Failure to do so shall 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 four (4) successive one (1) year periods.

## **ASSIGNMENT:**

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

## **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.

The City of Tulsa does not guarantee any specific quantity or number of purchases that will be made during the contract period. If the vendor's prices cannot stay competitive with the outside market, the City reserves the right to purchase from outside suppliers or low bidder(s).

## **PURCHASE ORDERS, INVOICING AND PAYMENT:**

The City may issue both itemized and blanket type purchase orders for the various City agencies.

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

The original invoice is to be sent directly to the City of Tulsa Accounts Payable Division, 200 Civic Center, City Hall Building, 9th Floor, 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

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

## **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.

**Bid will be awarded to the vendor(s) who meet these specifications, can fully supply the entire list of items requested on the pricing summary page(s) and offer the lowest total cost. If acceptable substitutions are bid due to inability to provide the requested item, the substitution's price will be included in the bid evaluation.**