



## INVITATION FOR SEALED BID

**BID 02-607**

**Description: STATION GENERATOR**

**Department: FIRE DEPARTMENT**

**NIGP Commodity Code(s): 285-37-00-000-0**

**Total pages including this page is 16**

**NOTE: FAXED BIDS 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 Laura Blades of your intent to bid by e-mail [lblades@ci.tulsa.ok.us](mailto: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 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:**      January 30, 2003

**BID NUMBER:**      02-607

**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 16, 2003

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 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 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

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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.**

## BID 02-607

<u>ITEM</u>	<u>QTY.</u>	<u>SPECIFICATIONS (MINIMUM)</u>	<u>BIDDER'S PROPOSAL</u>
1.	3	7.5 KVA natural gas fired system with three sets of keys  Model _____  Brand _____  Warranty parts and labor _____  Tests and demonstration _____  Renew year #1 _____ %  Renew year #2 _____ %	\$ _____

**NOTE: Escalation for each renewal year will be considered in evaluating the bids.**

# **BID #02-607**

## **STATION GENERATOR**

### **FIRE DEPARTMENT**

#### **INTENT:**

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing **Station Generator** to the City of Tulsa, Fire Department.

#### **GENERAL SPECIFICATIONS:**

The intent of these specifications is to set a minimum standard for bidding and is not to limit bidding otherwise.

Inasmuch as some designs of equipment vary among different manufacturers, the City may accept bids on equipment with minor deviations to the written specifications. General, a minor deviation is defined as a deviation which does not: (A) Materially affect the ability of the product to achieve or accomplish a necessary function or task in the manner required by the specifications; (B) Compromise the safety of the user thereof; and, (C) Produce higher latent or patent costs to the City in any of a multiplicity of ways. The City of Tulsa specifically reserves the right to make the final judgment concerning what is or is not a minor deviation and to award the bidder(s) whose bid(s) best suit the City's need for the product being purchased.

Any exception or deviations from the specifications set forth in this bid must be clearly described in the bidders proposal.

#### **PRICING:**

Bid prices, unless otherwise specified, must be net, including transportation and handling charges fully prepaid by the supplier to destination and subject only to cash discount for prompt payment of invoice.

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

The City will issue a Purchase Order to the successful bidder for the subject supplies. the successful bidder must 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 Room 905, Tulsa, Oklahoma 74103.

**INVOICES SHALL CONTAIN THE FOLLOWING INFORMATION:**

1. Using agency and delivery address.
2. Purchase Order number.
3. Product description.
4. Unit price of product.
5. Bid number 02-607.

**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.

**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.

**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.

#### **DESCRIPTIVE LITERATURE:**

Each bidder is required to furnish with their bid, catalog cuts and/or descriptive literature, properly labeled with the bid number and bidder's name, with full illustrations and detailed specifications for each item offered as equal to the brand name specified. In addition, **All differences in specifications from the specifications stated herein must be so marked.** Descriptive literature is required to establish, for the purpose of bid evaluation and award, details of the product(s) the bidder proposes to furnish as to design, materials, method of manufacture, construction, assembly or operation, as appropriate. **Failure to submit the descriptive literature may be cause for rejection of your bid.**

**Department contact Mike Mallory, 596-9444.**

#### **CONTRACT:**

Price firm for a minimum of ninety (90) days, although a firm price for one (1) year is desirable, with option for a mutual agreeable option to renew for two (2) one year contract periods.

**INSURANCE:**

<b>Personal Injury, each person</b>	<b>\$175,000.00</b>
<b>Property Damage, each person</b>	<b>\$25,000.00</b>
<b>Personal Injury and Property Damage Aggregate, each occurrence</b>	<b>\$1,000,000.00</b>

**Tulsa Fire Department  
Station Emergency Generator Replacement  
12-01-2002**

**1.0 GENERAL**

- 1.01.** The Fire Department intends to replace emergency generators at many of its fire stations. Most of the existing generator sets are 20 or more years old and are no greater than 3.5 kVA. This proposal replaces the existing systems with new 7.5 kVA natural gas fired systems with new transfer, monitoring and operation equipment.
- 1.02.** The Fire Department wishes to enter a contract with the successful bidder for the purchase and installation of new emergency standby electrical generators. The Fire Department intends to immediately purchase no less than two generators and to purchase no less than two additional sets in each the next two years.
- For purposes of the bid process, the unit price bid shall be based on the base specifications only. Price(s) bid shall be firm for a minimum period of ninety (90) days from bid opening date although a firm price period of one (1) year is desirable with an option to renew annually for a two (2) year period. Price adjustments for the first or second renewal may be based upon expected cost increases or consumer price index (CPI). The selected method will be described in literature provided with the bid.
- 1.03.** The Fire Department intends to keep the fire station fully operational while the successful bidder disables and removed the existing equipment and installs the new.
- 1.04.** The new equipment will be fully installed and made operational within 14 consecutive calendar days after the disabling of the existing generator or related systems.
- 1.05.** The newly installed generator will meet or exceed all applicable codes adopted by the City of Tulsa.
- 1.06.** The successful bidder will obtain and/or possess all required licenses or permits required to perform the work and to install the described equipment.
- 1.07.** The generator and engine will include a minimum of a one-year warranty for parts and labor.
- 1.08.** The successful bidder will provide a fully operational witnessed test, demonstration, and instrucion of all controls and operating systems of the generator engine and generator system. The successful test and demonstration will serve as the acceptance test for the Fire Department to authorize payment for the system.
- 1.09.** At the completion of the successful test and demonstation, the successful bidder will provide the Fire Department with three sets of keys serving the generator housing.

**2.0 REMOVAL OF EXISTING EQUIPMENT**

2.01. The successful bidder will remove the existing generator, unused gas piping, wiring, transfer switches and other related equipment or components that will not be used with the new unit.

2.02. The Fire Department will dispose of the old generator and equipment.

### 3.0 NEW GENERATOR

3.01. The new generator will be designed commercial use applications.

3.02. The new generator will be mounted onto a skid. The skid will be placed onto an appropriate concrete or asphalt pad or foundation.

3.03. The new generator and engine will be attached to the skid with vibration isolation devices.

3.04. The generator will be protected by a sound attenuated weather proof protective housing with locking access doors to prohibit unwanted access to the generator and generator engine.

3.05. The generator engine will be liquid cooled, natural gas fired, and provided with a critical type muffler.

3.06. The generator will be provided with a 12-volt lead acid battery.

3.07. The battery will be provided with a 2-amp battery charger.

3.08. The generator engine will be provided with a 12-volt, negative ground, starter and alternator.

3.09. A thermostically operated block or coolant heater will be provided.

3.10. The generator engine will be provided with a spin on oil filter.

3.11. The generator engine will be provided with a gaseous type fuel filter specifically designed for use with natural gas and the selected engine.

3.12. The generator housing will be designed and installed to allow sufficient access to inspect and maintain coolant, oil, air filter, battery and battery charger.

3.13. Both the engine coolant and oil will be provided with drains that are extended to a position for easy access and collection during fluid changes and periodic maintenance.

3.14. The generator engine and generator will be provided with the following controls and monitoring instruments:

- .1401 Common alarm
- .1402 Coolant alarm contact
- .1403 Coolant temperature gauge
- .1404 Cycle cranking control
- .1405 DC Voltmeter
- .1406 Field circuit breaker
- .1407 Individual ½ A relay signals
- .1408 Lamp test switch

.1409	Oil pressure gauge
.1410	Remote starting, 12 V, 2 wire
.1411	Reset switch
.1412	Run-off Auto switch
.1413	Engine hour meter
.1414	Audible alarm
.1415	Emergency stop
.1416	5% voltage adjustable rheostat
.1417	AC ammeter (dual scale)
.1418	AC voltmeter (dual scale)
.1419	Dual scale frequency tachometer
.1420	High coolant temperature shutdown (red light)
.1421	Low coolant temperature (yellow light)
.1422	Low oil pressure shutdown (red light)
.1423	Overcrank shutdown (red light)
.1424	Overspeed shutdown (red light)
.1425	Pre-alarm low oil pressure (yellow light)
.1426	Pre-alarm high coolant temperature (yellow light)
.1427	Run indicator (green light)
.1428	Voltmeter/Ammeter phase selector

#### 4.0 ELECTRICAL OUTPUT AND CONTROLS

- 4.01. The generator will produce a minimal continuous load of 7.5 kVA at 60 Hz.
- 4.02. Install a new electrical transfer switch with utility-to-generator applicaiton that will automatically starts the generator engine and switches to geneator pwoer during failure of the utility power system. When the utility power is returned, the transfer switch will then transfer the loads back to the utility power source and begin the process of returning the generator back to a standby status.
- 4.03. The transfer switch will be contained within a Type 1 cabinet specifically designed for the transfer switch.
- 4.04. The transfer switch will include the following controls:
  - .0301 Time Delay Start: Adjustable between 0 and 15 seconds
  - .0302 Transfer Time Delay: Adjustable between 2 and 120 seconds
  - .0303 Retransfer Time Delay: Adjustable between 6 seconds to 30 minutes
  - .0304 Stop Delay: Adjustable between 2 seconds and 10 minutes
  - .0305 Undervoltage Sensing: \*Three Phase Differential Sensing on Normal, Single Phase on Emergency  
\*Pickup: 85-100% of Normal (adjustable)  
\*Dropout: 75-98% of Pickup (adjustable)
  - 0.306 LED status indicators for source available and switch position on normal and emergency
  - 0.307 Remote test terminals
  - 0.308 Momentary test switch
  - 0.309 Retransfer bypass switch
  - 0.310 7-day exerciiser clock wiht or iwthout load
  - 0.311 Auto/Manual retransfer

#### 5.0 SELECTED FIRE STATIONS

- 5.01. Fire Station 32, located at 6010 East 91st Street

- 5.02. Fire Station 21, located at 4606 East 31st Street
- 5.03. Optional fire station dependent upon the availability of funds, Fire Station 3, located at 61 North Utica