



**Invitation For Bid  
 Bid 11-507  
 Triplite UPS System  
 Issued: November 17, 2011**

**City of Tulsa,  
 Oklahoma**  
 Page 1 of 27

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

**BID # 11-507**

DESCRIPTION: **Triplite UPS System** \_\_\_\_\_ (Commodity Code(s): 207-67)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org) or a hardcopy may be obtained at:

City of Tulsa-Purchasing Department  
 175 East 2<sup>nd</sup> Street, Suite 865  
 Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 pm (CST) on Wednesday November 30, 2011, and delivered to: City Clerk's Office  
 175 East 2<sup>nd</sup> Street, Suite 260  
 Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- \_\_\_\_\_ Notice of Invitation for Bid
- \_\_\_\_\_ Summary Sheet
- \_\_\_\_\_ Form #1: Bidder Information Sheet. Must be completed.
- \_\_\_\_\_ Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 21.i. Original signature required.**
- \_\_\_\_\_ Form #3: Interest Affidavit. Original signature and notarization required.
- \_\_\_\_\_ Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- \_\_\_\_\_ Form #5: Affidavit of Claimant. Original signature and notarization required.
- \_\_\_\_\_ Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- \_\_\_\_\_ Instructions, Terms and Conditions for Bidders
- \_\_\_\_\_ Special Requirements (Offer Period; Insurance and Bonding; References)
- \_\_\_\_\_ Technical Specifications
- \_\_\_\_\_ Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

**IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.**



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 2 of 27

**SUMMARY SHEET**

**Project Buyer**

If you have any questions or need additional information, contact the assigned Project Buyer:

Cathy D. Evans

[cdevans@cityoftulsa.org](mailto:cdevans@cityoftulsa.org)

Include **Bid 11-507** on the subject line

**Bidder's Notice of Intent to Submit a Bid**

Email the Project Buyer indicating your intent to Bid. Include **Bid 11-507** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date.

**Issuing of Addenda**

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website ([www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org)) to receive notice of any addenda.

**Pre-Bid Conference**

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date \_\_\_\_\_ Time \_\_\_\_\_

Location \_\_\_\_\_

\_\_\_ Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

\_\_\_ Attendance is not required to submit a Bid.

**Bid Packet Submission**

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

\_\_\_ Electronic Copy also required.

Responses to this Invitation for Bid must be on the forms listed on page 1. The entire Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

**Bid Opening**

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 3 of 27

**BIDDER INFORMATION SHEET  
Form #1**

**Bidder's Exact Legal Name:** \_\_\_\_\_  
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA.)

**State of Organization:** \_\_\_\_\_

**Bidder's Type of Legal Entity: (check one)**

- Sole Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other: \_\_\_\_\_

**Bidder's Address:** \_\_\_\_\_  
Street City State Zip Code

**Bidder's Website Address:** \_\_\_\_\_ **Email Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

**Legal or Alternate Sales Contact:**

Name: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 4 of 27

**FORM #2  
PURCHASE AGREEMENT**

**INSTRUCTIONS:** This document must be signed and returned or your Bid will be rejected. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT (“Agreement”) is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the “City”) and:

(Company name – Must be the exact legal name as shown in organizational documents (i.e., not a DBA) (the “Seller”).

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

**Bid 11-705 Triplite UPS System**

(the “Goods and/or Services”); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller’s offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City’s Mayor, this document will become the Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Documents Comprising the Agreement. The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous, and which do not conflict with Section 12 or any other term of this Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. Definitions. In addition to the definitions set forth in this Section 2, additional defined terms are set forth in the Instructions, Terms and Conditions for Bidders.
  - a. Acceptance means (i) in the case of Hardware, the receipt by Seller of City’s written notice of acceptance of Hardware within thirty (30) days of City’s receipt of such Hardware; and (ii) in the case of Software, upon delivery of Software to City.
  - b. Affiliate of a party means an entity controlling, controlled by, or under common



**Invitation For Bid  
Bid 11-507  
Tripplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 5 of 27

control with, that party.

c. Deliverable means the tangible work product resulting from the performance of Support excluding Products and Custom Products.

d. Hardware means computer and related devices and equipment, related documentation, accessories, parts, and upgrades.

e. Branded means Products and Support bearing a trademark or service mark of Seller or any Affiliate of Seller.

f. Product means any Hardware and/or Software provided by Seller to Buyer pursuant to this Agreement, including products that are modified, altered, or customized to meet City's requirements ("Custom Products").

g. Software means machine-readable instructions and data (and copies thereof), and related updates and upgrades, licensed materials, user documentation, user manuals, and operating procedures.

h. Software License Information ("SLI") is license information that is specific to a Software Product. SLI may be found in a file in the Software Product's directory or as information that accompanies the Software Product or in Seller's Bid. SLI shall be made available to City upon request by City.

i. Seller Specification means technical information about Products published in Seller's Product manuals, user documentation, and technical data sheets in effect on the date Seller delivers Products to City.

j. Statement of Work means an executed document so titled, that describes the Custom Support, if any, to be performed by Seller under the Support Terms section of this Agreement.

k. Support means Hardware and/or Software maintenance, repair, training, installation and configuration, and other standard support services provided by Seller and includes "Custom Support" which is any agreed non-standard Support as described in a Statement of Work.

l. Transaction Document(s) means with relation to this Agreement, Seller's Bid, Seller published technical data sheets or service descriptions, Seller warranty statements delivered with or otherwise made available to City with Products, and mutually executed Statements of Work, all as provided by Seller, or other mutually executed documents that reference this Agreement.

m. Version means a release of Software that contains new features, enhancements, and /or maintenance updates, or for certain Software, a collection of revisions packaged into a single entity and, as such, made available by Seller to its customers (also called a "Release").

3. Purchase and Sale. Seller agrees to sell to City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees. The parties understand and agree that variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.



**Invitation For Bid  
Bid 11-507  
Tripplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 6 of 27

4. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services for the prices set forth on Exhibit A. If Seller's bid is accepted by City, Seller cannot change the prices set forth on Exhibit A except as provided in this Agreement. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
5. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1<sup>st</sup> to June 30<sup>th</sup>) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
6. **Warranties.** Seller shall provide a one year warranty on all Seller-Branded Products purchased hereunder, and Seller shall assure that all Non-Seller Branded Products purchased hereunder are covered for at least one year by a manufacturers' warranty. Seller shall provide all warranty terms with its bid either by hard copy or electronic disk. Seller shall submit extended warranty terms and pricing as requested in the Technical Specifications. If Seller is the successful bidder, City shall notify Seller in writing by purchase order or other written form whether City elects to purchase the extended warranty. Such notification shall become an Exhibit to this Agreement and shall be incorporated herein by this reference. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth herein and in the Technical Specifications for the Goods and/or Services provided to City by Seller pursuant to this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance of Hardware or the date of Acceptance of Software, or as specified in the Technical Specifications, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
7. **Warranty Remedies.** City shall notify Seller if any of the Products fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Products at Seller's sole expense. Notwithstanding the foregoing, if any Products shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and shall promptly return such Products to Seller. Seller shall pay all expenses related to the return of such Products to Seller.



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 7 of 27

8. Seller Bears Risk. The risk of loss or damage to Hardware and/or Software provided to City by Seller hereunder shall be borne by Seller at all times until the Acceptance of Hardware by City and Acceptance of Software to City pursuant to the terms of the Instructions, Terms and Conditions and the Technical Specifications.
9. No Indemnification by City. Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
10. No Insurance by City. If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. No Confidentiality. Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements. Any information submitted by Seller to City which Seller deems to be a trade secret must be submitted in a separate envelope and clearly marked "Trade Secret Information" and include the name of the Seller. Seller must timely seek judicial action to protect such information from disclosure by City in the event of a request to City under the Oklahoma Open Records Act.
12. Non-Responsive Bids. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. Compliance with Laws. Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify) .
14. Termination. City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 8 of 27

termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

15. Intellectual Property Infringement.

(a) Third Party Claims. Seller will indemnify, defend and hold harmless City and its officers, employees and agents against any claims, actions or suits against City alleging that any Product(s) delivered to City hereunder or Support provided under this Agreement infringe any intellectual property rights (patent, trademark and/or copyright). City shall (i) promptly notify Seller of any claim in writing, (ii) cooperate with Seller in the defense of the claim; and (iii) grant Seller sole control of the defense of settlement or the claim. Seller will pay on behalf of City any infringement claim defense costs, Seller-negotiated settlement amounts, and court-awarded costs.

(b) Remedies. If a claim appears likely, Seller may modify the Seller-Branded Products or Seller-Branded Support, procure any necessary license, or replace the affected item(s) with one that is functionally equivalent or better. If Seller determines that none of these alternatives is reasonably available, then Seller will issue City a refund equal to the (i) the purchase price paid for the affected item; or (ii) if the claim relates to infringing Support, the amount paid by City for that Support.

(c) Exclusions. Seller has no obligation for any claim of infringement arising from (i) Seller's compliance with City designs, specification, instruction, or technical information; (ii) modifications made by City; [(iii) City's noncompliance with the specifications of the Transaction Documents;] (iv) City's use with products, software, or services that are not Seller Branded; or (v) any open source or freeware software.

16. Intellectual Property Rights. No rights in copyright, patents, trademarks, trade secrets, or other intellectual property are granted by either party to the other except as expressly provided under this Agreement. City will not register or use any mark or internet domain name that contains Seller's trademarks.

17. Entire Agreement/No Assignment. This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

City may not assign, delegate, or otherwise transfer all or any of its rights or obligations under this Agreement without the prior written consent from Seller, which shall not be unreasonably withheld.

18. Export and Import. City will not export, re-export, import or otherwise transfer Products, technology or technical data purchased hereunder.

19. Internal Use. Products and Support acquired by City under this Agreement are solely for City's own internal use and not for resale or sub-licensing.



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 9 of 27

20. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

21. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ii. To CITY: CITY OF TULSA, City Clerk  
175 E. 2nd Street, Suite 260  
Tulsa, Oklahoma 74103

With a copy to: Cathy D. Evans, Senior Buyer  
175 E. 2<sup>nd</sup> St., S#865,  
Tulsa, Ok. 74103

22. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

23. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement, except as set forth in Section 35 of this Agreement.

24. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 10 of 27

25. Binding Effect. This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
26. Headings. The headings used herein are for convenience only and shall not be used in interpreting this Agreement
27. Severability Provision. If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
28. Governing Law and Venue. This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
29. No Waiver. A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
30. Survival. Any provisions in this Agreement, which by their nature extend beyond the termination or expiration of any sale or license of Products or Support will remain in effect until fulfilled and will apply to both parties' respective successors and permitted assigns.
31. Multiple Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
32. Interpretive Matters and Definitions. The following interpretive matters shall be applicable to this Agreement:
  - a. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - b. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - c. Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
  - d. The word "including" means "including, without limitation" and does not limit the



**Invitation For Bid  
Bid 11-507  
Tripplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 11 of 27

preceding words or terms; and

e. All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.

33. **Hardware Terms.**

a. The risk of loss or damage to Hardware provided to City by Seller hereunder shall be borne by Seller at all times until the Acceptance of such Hardware by City.

b. City shall be responsible for installing all Products unless otherwise provided herein.

c. All Products and all parts in such Products provided by Seller to City hereunder shall be new.

d. Seller does not warrant that the operation of Hardware will be uninterrupted or error free, or that Hardware will operate in Hardware and Software combinations other than as expressly required by Seller in the Technical Specifications or Seller's Product Specifications. City may only use firmware imbedded in the Hardware to enable the Hardware to function in accordance with City's Technical Specifications.

34. **Software License Terms.**

a. **License Grant.** Seller grants City a non-exclusive, non-transferable license to "use," in object code form, the Version or Release of Seller's Branded software delivered under this Agreement. For purposes of this Agreement, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for City's business purposes. City's Use of such Software is subject to these license terms, the applicable restrictions and authorizations, and applicable licensed locations for the Software specified in the SLI ("Software License"). The usage terms specified in the SLI will not be more restrictive than the Use defined above in this subsection 35.a. hereof. For non-Seller Branded Software, the third party supplier's license terms and use restriction found in the SLI will solely govern its use. Third party supplier's licenses have been provided to City with the delivery of such third party supplier Software provided by Seller pursuant to this Agreement.

b. **Ownership.** This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to City are reserved solely for Seller or its suppliers.

c. **Acceptance.** City accepts Software upon delivery.

d. **Upgrades and Support.** Seller shall provide Software upgrades and Support on all Seller-Branded Software for at least one year from date of deliver to City of any Seller-Branded Software Product, and Seller shall assure that all Non-Seller Branded Software Products purchased hereunder include Software upgrades and Support at no additional charge to City for at least one year from date of delivery to City of any such Non-Seller Branded Software Products.

e. **Installation.** City shall be responsible for installing all Software purchased hereunder unless provided otherwise in the Technical Specifications.



**Invitation For Bid  
Bid 11-507  
Tripplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 12 of 27

f. License Restrictions.

(i) Use Restrictions. City shall not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by City. Some Software may require license keys or contain other technical protection measures. Seller shall NOT monitor City's compliance with Use restrictions and authorizations remotely, or otherwise. Seller may audit City's compliance with Use restrictions and authorizations on site upon at least fourteen (14) days written notice to City of Seller's request to audit.

(ii) Copy and Adaptation. Unless otherwise permitted by Seller, City may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If City makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use of the backup device must be discontinued when the original or replacement device becomes operable. City may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.

(iii) Copyright Notice. City must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.

(iv) Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in SLI, is non-transferable and for use only on a computer system owned, controlled, or operated by or solely on behalf of City and may be further identified by Seller by the combination of a unique number and a specific system type ("Designated System") and such licenses will terminate in the event of a change in either the system number or system type, an unauthorized relation, or if the Designated System ceases to be within the possession or control of City.

(v) OS Software. Operating system Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by Seller or an authorized Seller business partner.

(vi) Changes. City will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where City has other rights mandated under statute, City will provide Seller with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.

(vii) Use for Service Provision. Extending the Use of Software to any person or entity other than City as a function of providing services, (i.e.: making the Software available through a commercial timesharing or service bureau) must be authorized in writing by Seller prior to such use and may require additional licenses and fees.

(viii) Consultant Use and Access. Subject to this Agreement, City may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to City. City will be responsible for consultants' compliance with this Agreement.

g. License Term and Termination. Unless a different time period for the license is specified in the applicable SLI or the Technical Specifications, the Software License granted to City will be perpetual, provided however that Seller may terminate the Software License upon notice for



**Invitation For Bid  
Bid 11-507  
Tripplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 13 of 27

failure to comply with this Agreement. Immediately upon termination of the Software License or upon expiration of any individual limited term license, City will destroy the Software and all copies of the Software subject to the termination or expiration or return them to Seller. City shall remove and destroy or return to Seller any copies of the Software that are merged into adaptations, except for individual pieces of data in City's database. City may retain one copy of the Software subsequent to termination solely for archival purposes only. At Seller's request, City will certify in writing to Seller that City has complied with these requirements.

h. License Transfer. City may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section 30.f.(iv) above, Seller Branded Software licenses sold hereunder shall be transferable by City subject to Seller's prior written authorization and payment to Seller of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License City's rights under the License will terminate and City will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "customer" for purposes of the license terms. City may transfer firmware only upon transfer of the associate Hardware.

i. Compliance. City agrees that Seller may audit City's compliance with the Software License terms at City's offices. Any such audit would be at Seller's expense, require fourteen (14) days advanced notice, and would be performed during normal business hours.

j. Virus Warranty. Seller warrants that any physical media containing Software will be delivered free of viruses and malware.

k. Warranty Limitation. Seller does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by Seller in the Product Specifications or as required by Buyer in the Technical Specifications. Seller warrants that Software will meet requirements specified by City in the Technical Specifications.

l. Warranty Claim. If notified of a valid warranty claim during the warranty period, Seller will either correct the warranty defect for Seller Branded Software, or replace such Software. If Seller is unable, within a reasonable time, to complete the correction, or replace such Software, City shall be entitled to a refund of the purchase price paid upon return of such Software to Seller. City will pay expenses for return of such Software to Seller. Seller will pay expenses for shipment of repaired or replacement Software to City.

m. Implied License. There are no implied licenses.

35. Support Terms. Seller's Support Terms shall be in conformance with the Technical Specifications and the pricing for such Support shall be as set forth in Exhibit A, Seller's Bid Sheet.

36. Self Maintenance Program. Seller's Self Maintenance program shall be in conformance with the Technical Specifications and the pricing for such program shall be as set forth in Exhibit A,



**Invitation For Bid  
 Bid 11-507  
 Triplite UPS System  
 Issued: November 17, 2011**

**City of Tulsa,  
 Oklahoma**  
 Page 14 of 27

Seller's Bid Sheet.

- 37. Minority, Female, and Disadvantaged Business Enterprises and Equal Employment Opportunity. Each bidder agrees to comply with the terms of Title 5 of Tulsa Revised Ordinances relating to Equal Employment Opportunity and to the utilization of minority, female, disadvantaged and BRIDGE program companies.
- 38. Authority to Bind. The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.

**IMPORTANT NOTE:** This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

ATTEST:

\_\_\_\_\_  
 Corporate Secretary

Seller Company Name: \_\_\_\_\_

Sign Here ► \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Company Name/Address [Please Print]	Address	City	State	Zip Code
( ) -	( ) -			
Telephone Number	Fax Number	Email Address		



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 15 of 27

CITY OF TULSA, OKLAHOMA,  
a municipal corporation,

ATTEST:

By: \_\_\_\_\_  
Mayor

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

1898

APPROVED:

\_\_\_\_\_  
Assistant City Attorney

(REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK)





**Invitation For Bid  
 Bid 11-507  
 Triplite UPS System  
 Issued: November 17, 2011**

**City of Tulsa,  
 Oklahoma**  
 Page 17 of 27

**FORM #4**

**NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF \_\_\_\_\_ )  
 )ss.  
 COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
 (Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among 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. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller'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.

By: \_\_\_\_\_  
 Signature

Title: \_\_\_\_\_

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

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

County & State Where Notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 18 of 27

**FORM #5**

**AFFIDAVIT OF CLAIMANT**

STATE OF \_\_\_\_\_ )  
 )ss.  
COUNTY OF \_\_\_\_\_ )

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_  
\_\_\_\_\_

Remit to  
Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_  
My commission number: \_\_\_\_\_  
County and State where notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 19 of 27

**FORM #6**

**ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

---

---

---

---

---

---

**Sign Here ►**

Printed Name:

Title:

Date:



**Invitation For Bid  
Bid 11-507  
Tripplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 20 of 27

## INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
  - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
  - B. **“Acceptance”** with respect to delivery of Goods and/or Services shall have the meaning set forth in the Purchase Agreement.
  - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
  - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
    - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
    - **General Partnerships** – any partner can sign to bind all partners.
    - **Limited Partnerships** – the general partner must sign.
    - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
    - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
    - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
  - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
  - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
  - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
  - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
  - I. **“City”** shall mean the City of Tulsa, Oklahoma.
  - J. **“Days”** shall mean calendar days unless specified otherwise.
  - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
  - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
  - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2<sup>nd</sup> Street, Suite 865, Tulsa, Oklahoma 74103
  - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
  - O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 21 of 27

**P. "You" or "Your"** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.

**Q. "Website"** shall mean the City of Tulsa's website for the Purchasing Division: [www.cityoftulsapurchasing.org](http://www.cityoftulsapurchasing.org).

- 3. QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
- 4. ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
- 5. EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
- 6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
- 7. SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
- 8. PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period. With respect to some Invitations for Bid the City may request price adjustment Bids for renewal periods. If price adjustments Bids are requested the specifics of that request will be set forth on the Bid
- 9. DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
- 10. TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
- 11. BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 22 of 27

for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.

- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B. Sealed Bids may be either mailed or delivered, but must be received at:**
  - City of Tulsa – Office of City Clerk
  - 175 East 2<sup>nd</sup> Street, Suite 260
  - Tulsa, Oklahoma 74103
- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.**
- D. Late Bids will be rejected.** The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
  - 1. City Hall closed for business for part or all of the day on the date the response was due;
  - 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
  - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. City will not accept faxed Bids,** nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.**
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.**
- H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.**
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.**
- J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). The original must be in Box #1.**
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.**

**12. BID REJECTION OR WITHDRAWAL.**

- A. City may reject any or all Bids, in whole or in part.
- B. A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

**13. BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.

**14. PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

**15. CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 23 of 27

set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.

16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be mailed to: City of Tulsa – Accounts Payable  
175 East 2<sup>nd</sup> Street, 8<sup>th</sup> floor  
Tulsa, Oklahoma 74103

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.







**Invitation For Bid  
Bid 11-507  
Tripplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 25 of 27

**TECHNICAL SPECIFICATIONS**

**AWARD OF BID:**

Award of bid will be to the bidder with the lowest total cost meeting specifications for items listed on the Pricing and Delivery Page.

**THIS BID IS BRAND SPECIFIC; BRAND MUST BE TRIPPLITE**

**Section A – Edge VoIP Location:**

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	Part Number: RI-SMART2200CRMXL - TRIPP 2200VA UPS SMART 120V 4U RM	47		
2	Part Number: TRI-SNMPWEBCARD - TRIPP SW SNMP/WEB MGMT ACCESSO	47		
3	Part Number: TRI-WEXT5-2200-3000 - TRIPP 5YR EXT WAR F/2200-3000VA SMAR	47		
<b>TOTAL COST FOR EDGE VOIP LOCATION - Total for Line 1 (Place total of Line 1 on Delivery and Pricing Page)</b>			<b>\$ _____</b>	

**Section B – EOC VoIP Phone System Location Upgrade**

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	Part Number: SU30K3/3XR5 30kVA/24KW, 208/120V 3ph, 4w plus ground	1		
2	Part Number: SU30KMBPK external wall mounted bypass	1		
3	Part Number: SNMPWEBCARD Network Card	1		
4	Part Number: W05-BW1-247 Start-up service	1		
<b>TOTAL COST FOR EOC VoIP PHONE SYSTEM LOCATION UPGRADE - Total for Line 2 (Place total of Line 2 on Delivery and Pricing Page)</b>			<b>\$ _____</b>	



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 26 of 27

**EXHIBIT A**

**BID FORM INCLUDING DELIVERY AND PRICING**

**1. Delivery.** If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

\_\_\_\_\_

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

**2. Pricing**

**(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)**

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	Section 1 - EDGE VOIP LOCATION	1		
2	Section 2 - EOC VoIP PHONE SYSTEM LOCATION UPGRADE	1		
<b>TOTAL COST NOT TO EXCEED:</b> (All costs must be included or your Bid will be disqualified )		\$ _____		

**Section 3: Triplite Equipment and Accessories not included in Sections 1 & 2**

The City reserves the right to purchase Triplite Equipment and Accessories not specifically listed in the pricing area of the bid at the discounts off the most current "Manufacturer's" Price List. This list must be furnished at the time of bid submission. The copy of the furnished price list can be hard copy or CD-Rom.

Item	Description	State Name of Manufacturer's Published List Price	Price List Date	Price List Less ___%
				%
				%
				%
				%



**Invitation For Bid  
Bid 11-507  
Triplite UPS System  
Issued: November 17, 2011**

**City of Tulsa,  
Oklahoma**  
Page 27 of 27

**Price Escalation/De-escalation for Section C:** You agree that any percentage or discount offered above will remain fixed for the duration of the Agreement. However, if there are any changes to the price lists that you bid above, you must furnish the City's Purchasing Division a copy of the new price list(s) or formula for determining the new prices. Such new price lists will be effective on the date shown on the price list(s), or 10 days from the date the price list(s) are received by the Purchasing Division, whichever is later. Any increase in the Manufacturer's Price List(s) will result in a benefit to you, and any decrease in the same will result in a benefit to City.

Buyers Company Name: \_\_\_\_\_

**Authorized Signature Here ▶** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RETURN THIS ENTIRE BID PACKET**