



**Invitation For Bid  
#11-816A Upgrade of Marquee Sign  
Boards  
Performing Arts Center  
Issued: January 26, 2012**

**City of Tulsa,  
Oklahoma**  
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

**BID # 11-816A**

**DESCRIPTION: Upgrade of Marquee Sign Boards (Commodity Code(s): 915-04, 801-58, 801-66, 801-84)**

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 Division  
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, February 22, 2012, 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 17.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.**



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**SUMMARY SHEET**

**Project Buyer**

If you have any questions or need additional information, contact the assigned Project Buyer:  
Darla Harvey  
[darlaharvey@cityoftulsa.org](mailto:darlaharvey@cityoftulsa.org)  
Include **IFB11-816A Upgrade of Marquee Sign Boards** on the subject line

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

Email the Project Buyer indicating your intent to Bid. Include IFB11-816A Update of Marquee Sign Boards 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, or to receive notice of any future IFBs.

**Pre-Bid Conference**

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:  
**A pre-bid conference is not required. To schedule a site visit contact Pat Sharp at 918-596-7131.**

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

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

\_\_\_ Attendance at the Pre-Bid Conferences 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 made on the forms listed on page 1. The entire completed 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.



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**FORM #1  
BIDDER INFORMATION SHEET**

**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)**

- |  |  |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company     |
| <input type="checkbox"/> Partnership         | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation         |  |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> 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: \_\_\_\_\_



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**FORM #2 (Page 1 of 4)  
PURCHASE AGREEMENT**

**INSTRUCTIONS:** This document **must** be properly 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** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

**WITNESSETH:**

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

**IFB11-816A – Upgrade of Marquee Sign Boards**

(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 Purchase 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 Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase 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 this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
2. **Purchase and Sale.** Seller agrees to sell 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.
3. **Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. 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.
4. **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. 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.
5. **Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Special Requirements for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, 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 or installation by City, whichever is later, 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.
6. **Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services 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, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **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.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
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 thereunder.
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 termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the 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.
16. **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.
17. **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: \_\_\_\_\_  
\_\_\_\_\_

To CITY:

\_\_\_\_\_  
\_\_\_\_\_  
City Clerk, CITY OF TULSA, OKLAHOMA  
175 E. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103

With a copy to:

\_\_\_\_\_  
\_\_\_\_\_  
Darla Harvey, Buyer  
175 E 2<sup>nd</sup> Street, Suite 865, Tulsa, Oklahoma 74103

18. **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



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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.

19. **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.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **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.
24. **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.
25. **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.
26. **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.
27. **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.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 28.1 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;
  - 28.2 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;
  - 28.3 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;
  - 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
  - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **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.
30. **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.



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**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.**

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

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

**Sign Here ▶** \_\_\_\_\_

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

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

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

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

Company Name/Address [Please Print] \_\_\_\_\_ Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

( ) - \_\_\_\_\_ ( ) - \_\_\_\_\_  
Telephone Number Fax Number Email Address

**CITY OF TULSA, OKLAHOMA,  
a municipal corporation,**

ATTEST: \_\_\_\_\_

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

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

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

APPROVED: \_\_\_\_\_

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





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**FORM #4**

**NON-COLLUSION AFFIDAVIT**

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

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

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**



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**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**



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**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).

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**Sign Here ►** \_\_\_\_\_

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

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

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



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## 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 provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
  - 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



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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.
- 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 unless otherwise so stated in the Bid. 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.



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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 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.



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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 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.

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**SPECIAL REQUIREMENTS**

**1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

**2. General Liability/Indemnification.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

**3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

**4. Insurance.** If checked "Yes," the following insurance is required: **Yes: X No: \_\_\_\_\_**

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

**SELLER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.**

Seller's insurance policy and all certificates of insurance must state that the insurer cannot change or cancel coverage without the insurer first giving 30 days written notice to City of such change, cancellation or termination. You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address;
- C. Policy number;
- D. Liability coverage and amounts;
- E. Commencement and expiration dates;
- F. Signature of authorized agent of insurer;
- G. Invitation For Bid number.

The completed Certificate of Insurance form should be sent to the assigned Project Buyer reflected on the Summary Sheet of this Bid Packet. An endorsement from the insurer must be obtained by Seller which adds City as an Additional Insured to the policy and states that the insurer will provide City with notice thirty days in advance of termination, cancellation or change in the coverage of the policy. The cancellation clause on your certificate must conform to the endorsement. Any conflict between the endorsement and the certificate is a material breach of the Purchase Agreement and can result in the retraction by City of the award of the Bid to Seller

**5. Bonding.**

**A. Bid Bond.** If the box is checked "Yes," the Bid Bond is required:

**Yes: \_\_\_\_\_ No: X**



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B. **Performance Bond.** If the box is checked "Yes," the Performance Bond is **required:**

Yes:  No:

6. **References.** If the box is checked "Yes," References are **required:**

Yes:  No:  If yes, number required: **3 references are required.**

Provide three references for which Bidder has provided similar services/products. For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, date of install, pixel configuration, and type of communication used. Each of the three references shall be for permanently mounted displays.

**Company Name:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**E-mail address:** \_\_\_\_\_  
**Date of install:** \_\_\_\_\_  
**Pixel Configuration of product installed (16mm, 20mm, etc):** \_\_\_\_\_  
**Type of communications backbone used (telephone, fiber optic, direct, etc.):** \_\_\_\_\_

**Company Name:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**E-mail address:** \_\_\_\_\_  
**Date of install:** \_\_\_\_\_  
**Pixel Configuration of product installed (16mm, 20mm, etc):** \_\_\_\_\_  
**Type of communications backbone used (telephone, fiber optic, direct, etc.):** \_\_\_\_\_

**Company Name:** \_\_\_\_\_  
**Contact Name:** \_\_\_\_\_  
**Address:** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**E-mail address:** \_\_\_\_\_  
**Date of install:** \_\_\_\_\_  
**Pixel Configuration of product installed (16mm, 20mm, etc):** \_\_\_\_\_  
**Type of communications backbone used (telephone, fiber optic, direct, etc.):** \_\_\_\_\_



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**TECHNICAL SPECIFICATIONS**

Project Scope:

The Tulsa Performing Arts Center (TPAC) is requesting bids for the renovation and upgrade of the one (1) existing three-sided freestanding pylon and (1) single-sided wall mounted sign cabinet. The successful bidder will be asked to remove the three LED displays that exist inside of the three-sided pylon and the one (1) single faced LED inside of the wall sign. It will be the responsibility of each bidder to field survey the existing signs and determine the most cost effective and least intrusive means of replacing the existing LED displays without removing the pylon cabinet structure or wall sign from their current position. It will be the bidder's responsibility to determine and include any sign permit costs, sign procurement fees and street blocking permits which may be needed for this project. Existing sign does not meet current set back requirements but does have an approved variance in place. Bidders will only need to address any new installation requirements. Due to the size differences of the existing LED cabinets and the new LED cabinets it will be the bidder's responsibility to provide painted .063 aluminum covers to conceal any cavity area around the perimeter of the new LED cabinets and the background facing of the cabinets. The bidder will also include the cost to repaint the pylon cabinets and structure posts and the wall sign all of which will be painted Durodonic Bronze. The successful bidder will, as necessary, provide and run the electrical wiring and communication lines per City of Tulsa code to the base of the pylon and behind the wall for the wall sign for the final connections thereto. Current TPAC fiber is Multi-mode, 62.5 micron fiber. Any replacement sign must be compatible with the existing fiber. Current power fed to existing signs is 220 vac 125 amp service for the three sided sign and 220 vac 70 amp service for the single sign. Each bidder's response shall include the cost for each element indicated in this paragraph per the option below. The intended completion date will be no later than April 30th, 2012.

**REMOVAL OF EXISTING SIGNS:** Existing signs will remain the property of the City of Tulsa. Seller shall remove existing signs and place in a storage area designated by TPAC staff.

Any mention of manufacturer's name and model number in this bid is intended to establish the quality of desired equipment and is not meant to restrict bidding. If you feel anything in these specifications restricts bidding, please notify the buyer during the bidding process.

LED Product - Daktronics - AF-3550 16mm Displays or equivalent

Each bidder shall provide pricing for four (4) sign boards that meet the following requirements:

1) Manufacture and install a total of four (4) single-sided, 16mm full color LED Video Displays with a pixel matrix of 64 x 176 and an approximate cabinet size of 4'-3" x 10'3" (+/-6") and a Live LED area of 4'2" x 10'1" (+/- 6").

**2) The displays must meet or exceed the following specifications:**

**PART 1 GENERAL**

1.01 SECTION INCLUDES

- A. LED message centers
- B. Control software

1.02

- A. Standard for Electric Signs, UL or ETL recognized
- B. Federal Communications Commission Regulation Part 15
- C. National Electric Code

1.03 SUBMITTAL

- A. Seller shall provide complete technical drawings from the electronic LED display manufacturer, within 15 days of contract award and shall not proceed with LED Matrix manufacture until the Engineer has approved the submittal.
- B. Submit with bid:
  - 1. LED display shop drawing.
  - 2. LED display Riser diagram.
  - 3. AC Site Power Requirements, including legs and Amps per leg.
  - 4. LED display control software operator's manual.
  - 5. LED display installation and maintenance manual.



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1.04 QUALIFICATIONS

- A. Bidder shall provide proof with bid submittal that LED Display Manufacturer meets the following requirements as well as all technical requirements:
1. Have been in the business of manufacturing permanently mounted outdoor displays for a minimum period of five (5) years prior to the contract bid date. An "LED" display contains pixels constructed solely of high-intensity discrete LEDs. These outdoor displays must utilize a sign cabinet meeting NEMA 3R design requirements.
  2. Have been in business under the same corporate name for a period of no less than five (5) years prior to the contract bid date.
  3. Utilize a documented in-house quality management procedure that has been in place for no less than two (2) years prior to the contract bid date.
  4. Provide a toll-free help desk number that will be manned during normal business hours.
- B. Experience with manufacturing the following types of electronic sign products shall not satisfy the requirements of this LED display specification:
1. Indoor displays of any size or type
  2. Back-lit displays
  3. Split-flap displays
  4. Any type of display that is not pixilated and cannot be programmed to show a nearly infinite quantity of messages
  5. Displays that have a pixel technology comprised of something other than high-intensity light emitting diodes (LED). Examples of unacceptable technologies are incandescent lamp, liquid crystal, fiber optic, flip disk, flip-fiber combination, and flip-LED combination.

1.05 QUALITY ASSURANCE

- A. Source Limitations: Obtain electronic displays and equipment through one source from a single manufacturer.
- B. UL or ETL recognized
- C. NEC compliant
- D. FCC Class A Compliant
- E. Designed to UBC or IBC standards

1.06 WARRANTY/SERVICE PLAN

- A. There shall be five-year parts coverage of electronic components.
- B. There shall be a five-year exchange program that provides replacement parts for components that fail during the coverage. To minimize downtime, the exchange parts shall be shipped on the same day the order is received or on the following day. The manufacturer shall also enclose an air bill for return of the defective components.
- C. A help desk staffed by experienced technicians and coordinators thoroughly familiar with the display shall be available for technical support. This staff is available at no cost to the customer.
- D. This help desk shall be staffed 24/7/365.
- E. Calls shall be routed to experienced technicians within four (4) hours time.



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**PART 2 PRODUCTS**

**2.01 CABINET CONSTRUCTION**

**A. General Specifications**

1. Display housing dimensions shall not exceed 4'3" tall by 10'x3" wide. The front-to-back housing depth shall not exceed 8".
2. Display weight shall not exceed 350 lb.
3. Maximum display power shall not exceed 2500 watts when 100% of the pixels are operating at their maximum possible drive current.
4. Display shall operate from one of the following power sources: 120VAC, 120/240 VAC, 50/60 Hz single-phase, including neutral and earth ground.
5. The display housing shall meet NEMA 3R standards.
6. Display shall operate in a minimum ambient temperature range of -40 to +120° F (-40 to +50° C) and to a 95% humidity.
7. No heating element shall be required to ensure operation of LED display.
8. Internal display component hardware (nuts, bolts, screws, standoffs, rivets, fasteners, etc.) shall be fabricated from stainless steel, aluminum, nylon, or other durable corrosion-resistant materials suitable for the signage application.
9. Electrical display components shall be 100% solid-state.
10. The presence of ambient radio signals and magnetic or electromagnetic interference, including those from power lines, transformers, and motors, shall not impair performance of the display system. The display system shall not radiate electromagnetic signals that adversely affect any other electronic device.
11. The display shall contain a full LED matrix measuring a minimum of 64 pixel rows high by 176 pixel columns wide. The LED display shall display messages that are continuous, uniform, and unbroken in appearance.

**B. Housing Frame**

1. The frame shall be of unibody construction with backsheet and vertical supports to provide cabinet rigidity.
2. The basic frame shall be made from 0.09" or 0.125" thick aluminum with the backsheet being made from 0.05" or 0.09" thick aluminum.
3. To meet the anti-corrosive, degradation, and oxidation requirements, the display housing aluminum sheet quality shall be no less than the properties of alloy 5052-H32.
4. Adequate ventilation shall be provided, either through convection or with fans on the bottom border of the display. Display should not require perimeter spacing for airflow.
5. Steel clip angles that can be used for mounting purposes shall be provided with the display and have the ability to be adjusted vertically for alternative mounting methods.
6. Shall include lifting supports that can be removed after installation.

**C. Exterior Finish**

1. The LED display cabinet and front face border pieces shall be coated with an automotive-grade acrylic urethane paint.

**D. Front Face Construction**

1. To meet the display readability requirements, the front face must be constructed in such a manner that it provides high contrast, low sunlight reflection and durability in all weather and site conditions.
2. Minimum features of front face shall:
  - a. Provide UV resistance to prevent discoloring.
  - b. Include louvers for contrast enhancement.
  - c. Use surface materials in the active LED area, such as metal, plastic, or other face materials, designed for low sunlight reflectivity.
  - d. Provide water shedding ability (designed to meet NEMA 3R Standards)
  - e. Water-tightness shall be achieved by weather-stripping around each module and a self sealing latching mechanism.

**E. Serviceability**



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1. The display housing shall provide safe and convenient front service access for all modular assemblies, components, wiring, and other materials located within the housing.
2. All internal components shall be removable and replaceable by a single technician with basic hand tools.
3. Service access shall be easily obtained by removal of one or more modules in front of the associated internal component.
4. Displays shall be designed with service features that minimize potential bodily harm.

**2.02 DISPLAY COMPONENTS**

- A. LED display modules shall be constructed for good readability, long life, and ease of service. Each display module shall be constructed as follows:
1. An LED module shall consist of LEDs with all drive electronics mounted on a single Printed Circuit Board (PCB).
  2. LEDs shall be auto-inserted in order to maintain quality and uniformity of the LEDs within each LED module.
  3. All PCBs shall be wave-soldered to ensure uniformity, quality, and durability of all solder joints.
  4. All PCBs shall be conformal coated to protect electronics against corrosion.
  5. Module signal and electrical connections shall be of the positive locking and removable type. Removal of a module from the display shall not require a de-soldering operation.
  6. All LED display modules in a single display shall be identical in construction and interchangeable throughout the display.
  7. All module rows shall include louvers for sunlight shading and enhanced contrast.
  8. Modules shall be individually attached to the cabinet frame.
  9. Removal of one or more modules shall not affect the display's structural integrity.
  10. The distance from the center of one line of pixels to the center of all adjacent lines shall be 16.5 mm (0.65 inches) both horizontally and vertically.
  11. The failure of a single pixel shall not cause the failure of any other pixel in the display.
  12. All modules shall have a minimum of 70° vertical and 140° horizontal half-intensity viewing angles and readability angles of 90° vertical and 160° horizontal.
  13. The transition of the viewing intensity shall be consistent throughout the viewing cone.
  14. An external temperature sensor is that attached to the display.
- B. Pixels shall be constructed with discrete LEDs, and these discrete LEDs shall conform to the following specifications:
1. LEDs shall be non-diffused, ultra-bright, solid-state light emitting diodes.
  2. The LED lens diameter shall be 0.157 inches (4 mm).
  3. Each color of LEDs used in all LED displays provided for this contract shall be from the same bin.
  4. LED half-life shall be an estimated minimum of 100,000 hours.
  5. Display shall have a minimum intensity of 8,500 nits for RGB maximum light output.
- C. Regulated, auto-ranging AC to DC Power Supplies shall power the LED modules and protect the LED pixel, LED display, and driver circuitry in the event of power spikes or surges.
- D. Internal Wiring
1. Wiring for LED display modules and other internal components shall be installed in the housing in a neat and professional manner.
  2. Wiring shall not impede the removal of display modules, power supplies or other display components.
  3. Wires shall not make contact with or be bent around sharp metal edges.
  4. Module power and signal wiring shall be cut to a length, labeled and installed such that it is not possible to connect a module to the wrong set of wires.
  5. All wiring shall conform to the National Electric Code.
- E. The display shall be protected from electrical spikes and transients.
- F. The manufacturer shall provide an earth ground lug in the display.

**2.03 DISPLAY PERFORMANCE**

- A. Display Capability



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1. The display shall contain a full LED matrix measuring a minimum of 64 pixel rows high by 176 pixel columns wide.
2. The LED display shall present messages that are continuous, uniform, and unbroken in appearance.
3. The LED display shall be capable of producing over 68 Billion shades of color.
4. Each display pixel shall be comprised of RGB LEDs for full color. Other pixel technologies, such as fiber optic, flip disk, combination flip disk fiber optic, combination flip disk LED, liquid crystal, and incandescent lamp will not be accepted.
5. The centers of all adjacent rows and columns shall be spaced 16.5 mm (0.65 inches) apart, both vertically and horizontally.
6. The LED display shall be capable of displaying alphanumeric character fonts ranging in height from 4" to 31".
7. The display shall be able to display messages composed of any combination of alphanumeric text, punctuation symbols, graphic images, and pre-canned video files.
8. Video and message files shall have up to a 30 frame per second playback capability.
9. Displays shall be legible under the following conditions:
  - a. 24 hours per day and in most normally encountered weather conditions
  - b. During dawn and dusk hours when sunlight is shining directly on the display face or when the sun is directly behind (silhouetting) the display.

**B. Controller**

1. The controller shall be able to run independently from the controlling computer allowing the display to operate even when the computer is unhooked or turned off.
2. All signal inputs shall be optically or magnetically isolated.
3. Communication protocol shall support other products from the vendor such as other outdoor or indoor displays of varying sizes and/or colors.
4. The controller shall be able to operate via Ethernet (copper or fiber), Wireless Ethernet Bridge, or Wi-Fi communication
5. Each controller shall be connected to a light sensor allowing each LED display to automatically adjust to a minimum of 64 levels of brightness according to display direction and lighting conditions.
6. The controller shall allow connection to a temperature sensor that provides accurate site temperatures.
7. The controller shall have the capability of being connected to an NTP Server to support company-wide time systems.
8. Active presentations, stored presentations, schedules, display configuration, time and date shall be stored in non-volatile memory. No external power or battery backup will be required to maintain this data.
9. Controller shall have 2GB of memory.
10. Controller can be configured with a unique name for the display.
11. When powered on, the display will present the following information at a minimum on the display face:
  - a. Product name
  - b. Size of pixel matrix
  - c. Color shading
  - d. Bootloader version
  - e. Firmware number
  - f. Firmware revision
  - g. Hardware address
  - h. Software address
  - i. IP address
  - j. Subnet Mask
  - k. COM1 configuration
  - l. COM2 configuration
  - m. Socket 3001
  - n. Socket 3002
  - o. Line frequency
  - p. Display description

**C. Control and Communications**

1. Each single-face display shall be controlled and monitored by its own LED controller.
2. A single LED controller shall control double-face displays.
3. The LED controller shall be a stand-alone processor, which does not require continuous communication with control software in order to perform all functions.
4. The LED controller shall be able to receive instructions from and provide information to a computer containing control software using the following communication modes:



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- a. **Ethernet** -- Via 10base-T, 100base-T Ethernet connection, 10base-T Wireless Ethernet Bridge connection, or fiber optic 10base-FL. Controller shall auto-negotiate between 10-100base T for copper based Ethernet systems.

2.04 CONTROL SOFTWARE

A. General Software Features

1. The control software for the displays shall be Windows<sup>®</sup> based (including Windows XP and Windows 7).
2. Software shall have the ability to automatically detect and configure displays within a local area network or configure displays with the use of a Display Creation Wizard.
3. Software shall provide features for creating, editing, scheduling, publishing, and deleting presentations.
4. Software shall include profanity protection.
5. Software shall include password protection capability and assign each user specific rights.
6. Software shall manage presentations and schedules on displays.
7. Software shall have the ability to create dynamic data fields in presentations to display dynamic content (time, date, temperature, and Real Time Data).
8. Software shall allow access to an on-line media kit allowing the user to download pre-created content for any size of display. User shall be able to select specific content from a pre-defined list or choose to download all or updated content from the pre-defined list.

B. Messaging

1. Software shall have the ability to create and edit presentations with ease in a graphical representation of the display.
2. Software shall have the ability to preview entire presentations or schedules before being displayed.
3. The display shall have the ability to store approximately 2 GB of display content.
4. Presentations can be varied by 0.1 second intervals with variable zoning restrictions applied to individual frames.
5. Presentation files shall have a minimum of one frame up to a maximum of frames that can fit within a 256 MB file size.
6. Presentations shall run in a continuous playlist.
7. The software shall have the ability to schedule up to 200 presentations in a single schedule.
8. Software shall use visual effects in presentations for entry frame transitions.
9. Software shall have the ability to schedule presentations to run and stop by defining a starting time/date and an ending time/date.
10. The contents of a text box shall be capable of being left, center or right justified horizontally.
11. Text shall have several possible display modes, including outline, drop shadow, bold, italic, and underline.
12. Software shall have the ability to copy and paste text from most Windows<sup>®</sup> applications.
13. Software shall have the ability to import images in AVI, GIF, PNG, BMP, MOV, WMP, and MPG file formats.
14. Presentations may be retrieved from the display for editing.
15. Presentations shall consist of a series of layouts, each containing a set of elements.
16. Each layout may have an image in the background with the ability to overlay text, graphics, and video elements.
17. Windows may be placed free form at any location within the frame.
18. Windows may be overlapped.
19. Text windows have a transparent background.

C. Display of Alphanumeric Text

1. For presentation creation, the display shall be supplied with a minimum of five (5) ASCII English alphanumeric character font sets.
2. Each font shall include the following characters at a minimum:
  - a. The letters "A" through "Z" in both upper and lower case
  - b. Decimal digits "0" through "9"
  - c. A blank or space character
  - d. Punctuation marks: . , ! ? - ' ' " "
  - e. Other characters, such as: # & \* + / ( ) [ ] < >
  - f. Interface to a full character map.
3. Font files shall include data that provides inter-character spacing and inter-paragraph spacing.

D. Time, Date, Temperature, and RTD Fields



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1. The software shall have the ability to display time and date in common standard and military formats within a presentation.
2. The software shall be able to program the controller to automatically adjust time zone offsets by:
  - a. Automatically synchronizing with PC time.
  - b. Setting controller by current location based on GMT.
3. The software shall have the ability to accurately display local temperature from an installed temperature sensor in both Fahrenheit and Celsius.
4. A feature will be included to calibrate the temperature sensor up or down in the range +/- 9°C (+/- 16° F).

**E. Display of Graphic Images**

1. The display and control software provided for this contract shall have the capability of displaying image files that can be formatted to fit any size of LED display by either cropping or resizing the original image.

**F. Presentation Modes**

1. **Entry Modes**
  - a. Change / Instant
  - a. Dissolve
  - b. Gradient
  - c. Scroll
  - d. Roll
  - e. Wand
  - f. Unveil
  - g. Page Turn
  - h. Venetian
  - i. Rotate
  - j. Zoom
  - k. Splice
  - l. Slot Machine
  - m. Radar Wave

**G. Display Communication and Protocol**

All communications between the display control software and display(s) shall be accomplished using a protocol meeting the following specifications:

1. Communications shall include multi-layer protocol consisting of data-link and application layers at a minimum.
2. The data-link protocol will use a check summing technique to guarantee packet integrity. Packets must be discarded if the packet's check sum is not valid.
3. Each display on the network will be assigned a unique IP address.
4. Each display must respond to every packet addressed to it, except in the case of broadcast addressing. Displays must never initiate communication on the network. Each response will indicate the success or failure of the display to act upon the received packet.
5. A software address may be assigned to each display. The address will override the physical address.
6. Broadcast addressing will allow multiple displays to receive a single packet.

**H. Diagnostics and Status Information**

The software shall be capable of displaying operational status of each display. This shall minimally include the following information:

1. **Display Name** – Name of the display as entered by the operator
2. **Address** – An identification number associated with a specific sign by which the software locates the sign to establish communications
3. **Communications Status** – Pictorially represented as "Normal" or "Failed"
4. **Current Message** – As {name of message being displayed} or "Blank"
5. **Time and Date** – As running on the display



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6. **Last Reset** – Date and time of last communications with sign
7. **Available Memory** – Pictorially and numerically represented memory available in the LED controller
8. **Brightness** – The intensity control of the LEDs at which the display is currently operating, set as “Automatic” or “Manual”
9. **Firmware Version** – Current firmware version of the LED controller
10. **Schedule Status** – Indicates if a schedule is active at the display

**PART 3 EXECUTION**

3.01 EXAMINATION

- A. Mounting structure to be installed by seller to support desired displays in all locations. Verify that separate conduit is in place for power and data to display, unless fiber is being used. Verify that all control equipment has access to 120 VAC.

3) Control System: TPAC shall supply one (1) programming host computer. This computer shall be a desktop computer with the capability of communicating with each display face remote via fiber optic communication (approx. 300 feet, multi-mode fiber).

4) Installation Supervision

(a) Technician who will be familiar in advance with the project, system construction and assembly and testing at the factory, will be the same technician on site until the job is 100% operational.

(b) Coordinate, supervise and is responsible for all assembly and mounting of video display.

(c) Complete signal hookups, test and make system 100% operational.

(d) General duties involved with installation regarding mechanical, signal, electrical, structural and operational issues that arise during installation.

On-demand Service and Routine Maintenance

Each bidder shall provide a minimum one (1) year installation warranty and will provide two (2) system checks. One (1) at six (6) months and one (1) at twelve (12) months. This check shall consist of inspecting the LED signs, replacing modules, cleaning filters and software inspection.

**EVALUATION/AWARD OF BID:**

Award of bid will be to the bidder with the lowest total cost meeting specifications for items listed on Exhibit A. Bidders must provide enough information with their bid submittal to evaluate every requirement of this bid. If your response is an alternate approach to meeting the specifications, completely describe the alternate approach and provide documentation to substantiate the claim. Failure to provide such documentation will result in bid rejection. Prompt payment discount will not be considered in the cost evaluation.

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**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.

**3. Pricing – The City will select one option. Selection will be either to procure all four signs at one time or procure signs separately as allowed for in the budget.**

**OPTION 1**

Item	Description - Pricing for all 4 units as one lump sum	QTY	Unit Cost	Extended Cost	Manufacturer & model
1	DAKTRONICS GALAXY 16 MM RGB 3550 OR EQUIVALENT. All costs must be included in your bid. (3 sided sign and wall mounted sign)	1		\$	

**OPTION 2**

Item	Description – Pricing for each unit.	QTY	Unit Cost	Extended Cost	Manufacturer & model
1	DAKTRONICS GALAXY 16MM RGB 3550 OR EQUIVALENT. (3 sided freestanding pylon sign) All costs must be included in your bid.	3	\$	\$	
2	DAKTRONICS GALAXY 16MM RGB 3550 OR EQUIVALENT. 1 single sided wall mounted sign. All costs must be included in your bid.	1	\$	\$	



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**PROMPT PAYMENT DISCOUNT:**

Bidder offers a prompt payment discount of \_\_\_\_\_% within \_\_\_\_\_days; to apply after receipt of invoice or final acceptance of the products & services, whichever is later. If no prompt payment discount is offered, enter 0 in the % space to indicate net 30 days; effective after receipt of invoice or final acceptance of the products and services, whichever is later.

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Bidder's Company Name \_\_\_\_\_

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

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

**RETURN THIS ENTIRE BID PACKET**