



Invitation for Sealed Bid Tac212C
Description: 3 COM maintenance
Department: Telecommunications/Information Services

City of Tulsa

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Mail Sealed Bid TO: City of Tulsa 200 Civic Center, Room 109 Tulsa, Oklahoma 74103		Sealed Bid Due By: 5:00 PM Wednesday April 25, 2001	Bid Opening: 8:30 AM the next day City Council Room
Envelope/Box Labeling: Proposal Number and opening date must appear on the lower left corner of all envelopes and box tops.		Bid Bond Required: ___Yes <input checked="" type="checkbox"/> No Performance Bond: ___Yes <input checked="" type="checkbox"/> No PreBid Conference: ___Yes <input checked="" type="checkbox"/> No	
Response to this request must be submitted on this form with requested and supporting documents attached to the back of packet.			3 Copies Required
Published:	Tulsa Daily Commerce and Legal News(announcement only): 3-29,30; 4-2,3,4 Purchase Net Fax-on-Demand: 918-596-1171 Purchase Net Website: www.cityoftulsapurchasing.org		
City Contacts:	Project Buyer: Bill Youngblood, Senior Buyer CPM byoungblood@ci.tulsa.ok.us Fax: 918-699-3153; Ph: 918-596-7551		
Questions:	E-mail Bill Youngblood with any questions. I will not answer any questions until after 4-2-01		
Acknowledgement of Intent:	Advise us of your intent to bid via e-mail: byoungblood@ci.tulsa.ok.us		
Addendum:	All addenda will be communicated to all known respondents in writing. Any verbal communications by any City personnel or their agent will not be a part of these bid specifications.		
NIGP Codes:	920-37		

RETURN THIS ENTIRE RFB PACKET WITH ANY SUPPORTING DOCUMENTS ATTACHED TO THE BACK

I have read and understand these Bid Specifications and agree to adhere to all terms and conditions contained herein. I have included all costs in my bid to implement the solution requested in these bid specifications. Exceptions must be described in detail and attached to this bid packet. Note: Taking an exception to a "must item" may cause your bid to be rejected. (DO NOT PRINT SIGNATURE)

Firm name: _____ Date: _____

Street: _____ County: _____ City/State: _____ Zip: _____

E-Mail _____ Fax: _____ Phone: _____

Print Name: _____ Signature: _____

(Authorized agent for the firm shown)

****** Entire packet must be notarized by Notarizing this page******

Subscribed and sworn to before me this _____ day of _____, 19____.

Signature of Notary Public _____ MY COMMISSION EXPIRES: _____



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INTEREST AFFIDAVIT

State and County (Same as shown by the authorized agent on the front of this packet)

I, the authorized agent shown on the front of this packet, of lawful age, being first duly sworn, states that s (he) is the agent authorized by the bidder to submit the attached bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder's business or such a percentage, which constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa have some direct or indirect interest in the bidder's business:

BIDDER AFFIDAVIT - TITLE 74 O.S. (1974 SUPP.) 85.22-85.25

State and County (Same as shown by the authorized agent on the front of this packet)

I, the authorized agent shown on the front of this packet, of lawful age, being first duly sworn on oath says

1. (s) he is the duly authorized agent of the firm presenting this response, the bidder submitting the competitive bid which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among bidders and between bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the bid to which this statement is attached.
2. (s) he is fully aware of the facts and circumstances surrounding the making of the bid to which this statement is attached and has been personally and directly involved in the proceedings leading to the submission of such bid; and
3. neither the bidder nor anyone subject to the bidder's direction or control has been a party;
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.



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Contractor/Bidder Information Sheet

**To be completed by all respondents to
 Invitations for Sealed Bids or Proposals
 (Print or type)**

Project No:	
Description:	
Taxpayer Identification No:	
Legal Identity: <small>Corporation, Partnership, Individual, etc.</small>	
Full Name of Bidder:	
Street :	
City/State/Zip:	

Project Manager		Legal Contact	
Name:		Name:	
Street:		Street:	
City/State/Zip:		City/State/Zip:	
E-Mail:		E-Mail:	
Phone:		Phone:	
Fax:		Fax:	
Alternate Contact:		Alternate Contact:	
Name:		Name:	
E-Mail:		E-Mail:	
Phone:		Phone:	
Fax:		Fax:	
Website Address:			

Would you like to receive information to register as a potential supplier to the City of Tulsa for other projects?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p align="center">If yes, Fax copy to: Phyllis Brown 918-699-3225</p>		



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DETAIL Bid Summary of 3-Com Express Service

PART NUMBER	DESCRIPTION	QTY	MONTHL YUNIT PRICE	MONTH S	TOTAL PRICE
3C780	LINKBUILDER FDDI BASE UNIT	2		6	
3C781	LINKBUILDER FDDI MANAGEMENT MOD	1		6	
3C782	LINKBUILDER FDDI OPTIC MOD	1		6	
3C784	LINKBUILDER FDDI UTP MOD	1		6	
3C32700A	LINKSWITCH 2700 MUTI MODE	27		6	
3C32711A	LINKSWITCH 2700 SINGLE MODE	82		6	
3C37000A	CELLPLEX 7000 KIT	17		6	
3C37010	CELLPLEX 7000 POWER SUPPLY	12		6	
3C37010A	CELLPLEX 7000 POWER SUPPLY	22		6	
3C37005	CELLPLEX 7000 INTERFACE CARD	44		6	
3C37058	CELLPLEX 7000 PHYSICAL MOD SINGLE	113		6	
3C37060	CELLPLEX 7000 PHYSICAL MOD MULTI	31		6	
3C96017CH-AP	COREBUILDER 5000 17 SLOT CHASSIS	3		6	
3C96007CH-AP	COREBUILDER 5000 7 SLOT CHASSIS	9		6	
3C96000PS-H0-US	COREBUILDER 5000 POWER SUPPLY	21		6	
3C96000M-CMGT	COREBUILDER 5000 ADVANCED DMM/CON	12		6	
3C96604M-F-A	COREBULDER 5000 FDDI SWITCH MOD	5		6	
3C96620M-F	COREBUILDER 5000 20PORT 10-BASE-F	3		6	
3C96612M-TP	COREBUILDER 5000 12PORT 10BASE-T	3		6	
3C96604M-FX-SC-A	COREBUILDER 5000 4PORT 100-BASE-FX	14		6	
3C96604M-TX-A	COREBUILDER 5000 4PORT 100-BASE-TX	6		6	
3C96624M-TP-A	COREBUILDER 5000 24PORT 10BASE-T	2		6	
3C96602M-MOD	COREBUILDER 5000 ATM BACKBONE SW	7		6	
3C16942A	SUPERSTACK II 3000 10/100 HUB	6		6	
3C16920	SUPERSTACK II 3000 10/100 HUB FX TRAN	4		6	
3C250B	SUPERSTACK II HUB 100	9		6	
3C215A	SUPERSTACK II HUB 100 MANAGEMENT	2		6	
3C262-FX	SUPERSTACK II HUB 100 FX TRANSCEIVER	3		6	
3C16670A	SUPERSTACK II HUB 10	17		6	
3C16630B	SUPERSTACK II HUB 10 MAN MOD	10		6	
3C16671A	SUPERSTACK II HUB 10 24 PORT	8		6	
3C27850	TRANSCEND UNIX ENTERPRISE MANAGER	1		6	
3C6000U-HEL	COREBUILDER 5000 DMM SOFTWARE	1		6	
3C32799	SUPERSTACK II SWITCH 2700 SOFTWARE	1		6	
3C37100	COREBUILDER 7000 SOFTWARE	1		6	
3C16611	SUPERSTACK II DUAL SPEED HUB 500 24PT	156		6	
3C16683	SUPERSTACK II 100BASE-TX EXT MODULE	37		6	
3C16684	SUPERSTACK II 100BASE-FX EXT MODULE	53		6	
3C16685	SUPERSTACK II DUAL SPEED HUB 500 MAN	93		6	
3C6903	NETBUILDER II 4-SLOT CHASSIS	5		6	
3C6071	NETBUILDER II FAST ETHERNET 100BASE-FX	5		6	
3C6070	NETBUILDER II FAST ETHERNET 100BASE-TX	3		6	
3C6021	NETBUILDER II ETHERNET MDOULE	4		6	
3C841	OFFICE CONNECT NETBUILDER 10S/T	5		6	
3C8200C	SUPERSTACK II NETBUILDER 200	1		6	
3C8442	SUPERSTACK II NETBUILDER SI 442	1		6	
3C16982	SUPERSTACK II 3300 FX	7		6	



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3C16980	SUPERSTACK II 3300 24PT TX	6	6
3C16976	SUPERSTACK II 1100/3300 ATM MOD SM	11	6
3C16977	SUPERSTACK II 1100/3300 ATM MOD MM	1	6
3C16610	SUPERSTACK II HUB 500 12 PT	14	6
3C16981	SUPERSTACK II 3300 12 PT TX	4	6
3C8814	OFFICE CONNECT NETBUILDER 114 ROUTER	2	6

Total Cost to supply all products and services necessary to completely respond to the specifications and Terms and Conditions in this packet.

All prices must be F.O.B. Tulsa,Ok (Freight Prepaid) (All costs must be included or you will be disqualified)

\$ _____
(Total 6 Month Solution Cost)
(NOT-TO-EXCEED)

Comments: The City at its sole discretion may accept or decline the trade-in offer.

Payment Terms:

Delivery and time frame to implement:

This is a continuation of an existing contract to expire July 31, 2001. The initial contract would begin August 1, 2001 () until January 31, 2002 a period of 6 months.

Contract term:

One year consisting of the following terms:

Six(6) months to be paid at the beginning of the term.

Plus with one(1) six(6) month extension to be paid monthly. The City would issue a 6 month blanket order 30 days prior to the expiration of the initial contract. The City would pay invoices received at least 15 days prior to the beginning of the next monthly period prior to the beginning of the period. The City would retain the right to terminate the contract upon 30 days written notice in the form of a change order.

It is understood that maintenance on the CoreBuilder and NETBuilder lines most likely will not be available after June 1, 2002.



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You Must List any Exceptions taken to these specifications

If the bidder wishes to take exception to any part of these specifications (technical specifications and all terms and conditions), he does so with the full knowledge and understanding that his bid may be rejected. If exceptions are not listed in this section, the bidder may forfeit their bid bond if exceptions come to light later.

I (circle one) have or have not taken any exceptions to these specifications. If exceptions have been taken, you must explain below:



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GENERAL TERMS AND CONDITIONS

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his bid for a period of sixty(60) days after the date and hour set for the opening of bids.
3. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturer's descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
4. The bidder shall show in the bid both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
5. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form. Note that an exception to a must may eliminate you from consideration.
6. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
7. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
8. If a bid bond is required, it must be enclosed with the bid in the form of a bidder's bond, cash, certified or cashier's check in the amount of **NA**. See the cover sheet to determine whether a bid bond is required. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
9. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material (unless the City provides for progress payments in this packet) covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
10. Direct purchase of certain items of equipment or material by the City of Tulsa is exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices, which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
11. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
12. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
13. If the bid requires a written contract to be entered into by the successful bidder, the successful bidder must attach a copy or copies of the proposed contract in a form that does not conflict with any terms of these specifications. If the bidder submits a sample contract in conflict with these specifications, the bidder must indicate those exceptions on the "Exceptions to Specifications Sheet" with the knowledge and understanding that an exception to these specifications may eliminate you from further consideration.
14. The City Clerk's Office will return Bid Bond's within 10 days of receiving an executed contract from the successful bidder.
15. **Multiple responses:** Bidders may submit more than one bid in response to this RFB. However, each bid must be a separate, complete package, which can be considered independently of any other bids from the same Bidder.
16. **Bidder conflict of interest:** City employees will not be permitted to bid on this contract or work for the awarded Contractor(s) on this contract. By submission of a bid, Bidder certifies that no employees of theirs, any affiliate or subcontractor has bribed or lobbied, or



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attempted to bribe or lobby an officer or employee of the City.

17. Employment Discrimination by Contractor Prohibited:

During the performance of this contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or applicant for employment because of race religion, color, sex or national origin, except where religion, sex or national origin is a bona fide occupational qualification, reasonably necessary to the normal operation of the contractor. Or agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non- discrimination clause.
2. The contractor, in all solicitations or advertisements for employment placed by or on behalf of the contractor, will state that such contractor is an Equal Employment Opportunity Employer.
3. Notices, advertisements and solicitations placed in accordance with Federal Law, rule, or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

The contractor will include the provision of the foregoing paragraphs of this section in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

18. Americans with Disabilities Act:

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

19. Laws applicable:

All agreements required by any applicable federal law or regulation to be incorporated herein are hereby incorporated. Bidder warrants that the good and/ or services bid will be produced and sold in compliance with the provisions of any and all Federal, State, and Municipal laws and ordinances.

20. Litigation of Conflicts:

Any dispute requiring litigation will only take place in the courts of Oklahoma in the County of Tulsa.

21. Order of Document Precedence:

This document will be made a part, either implied or specifically, of any future contract or purchase order. Nothing submitted in the bidder's documents or future contracts or other correspondence will replace any specifications, terms and conditions herein.

Bidder's response, including all promises, warranties, commitments and representations made in the successful bid, shall be binding and incorporated by reference in the City's contract or purchase order with the successful bidder. Therefore, all responses including all statements, claims, declarations, and specifications in the bids shall be considered firm and irrevocable, and all prices considered maximum, for purposes of bid evaluation, future purchase order, or future Contract stipulations unless specifically waived in writing by the City.

If you feel any term and condition herein may be a problem in getting to contract or acceptance of a purchase order with by company, it is your sole obligation to discuss with the buyer contact in writing as stipulated prior to submitting your bid to resolve. The City may issue an addendum at its option to the request. The City has the right to remain silent if desired and let the bid specifications stand as written. The City will have the sole right to accept minor deviations if not to its detriment.

22. Right of Audit:

Contractor fully understands that it is a condition of this bid to allow the City to audit for goods, services, materials, and/or supplies provided to the City of Tulsa. Contractor agrees to provide timely access to its books and records on Contractor's premises upon reasonable request by City staff. Contractor further agrees that it shall provide City personnel reasonable access and such clerical assistance as City staff may require for examination and audit of those portions of Contractor's books and records relating to the goods, services, materials and/or supplies furnished to the City during the term of any contract between Contractor and



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City.

23. Assignment:

Successful Bidders(s) shall not sell, sublet, or assign the agreement or any portion thereof to any person or persons, except with the written approval of the City of Tulsa.

24. City Not Liable for Delays:

It is further expressly agreed that in no event shall the City be liable for or responsible to the Contractor(s), any subcontractor or to any other person for or on account of any stoppages or delay in the work herein provided for by injunction or other legal or equitable proceedings or on account of any delay for any cause over which the City has no control.

25. Product Substitutions:

The parties recognize that technology may change during the term specified in this bid request or the term of any subsequent purchase order or contract. Therefore, the City may at its option accept changes to the specifications for better products with equal to or better capabilities at no additional cost to the City. The Contractor(s) shall give the City thirty (30) days advance notice in writing of any changes to the original Bid specifications. The City reserves the right to accept or decline the specification changes and will indicate the decision in writing to the Contractor(s).

26. Waiver:

A waiver of any breach of any provision of this Contract 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.

27. RFP Ambiguity, Omission, Inconsistency, or Error:

Any Bidder believing that there is any ambiguity, omission, inconsistency or error in the RFP should promptly notify the City in writing of such apparent discrepancy. Failure to notify will constitute a waiver of claim of ambiguity, inconsistency or error.

28. Market Presence:

Must be able to show proof of being an authorized distributor of the products described herein. In addition, you must be able to show proof that you are authorized/certified to offer maintenance support for the products described herein. In lieu, of being authorized/certified to perform support, you may offer support from the manufacturer.

29. Treatment of Information:

All information received or obtained by bidders in connection with this RFB must be treated as confidential and not used for announcement of your receiving this bid or possible award of bid is not permitted without the written permission of the City contact person herein.

All bid information received from bidders by the City of Tulsa, in connection with this RFB, will be retained by the City and remain as a matter of public record. Any proprietary or confidential information should be identified as such, and the desired treatment of the information specified.

Bids will be disqualified if information relevant to the evaluation process cannot be retained for possible disclosure in established audit processes.

30. Liability:

The bidder shall assume all liability for damages and shall hold the City free and harmless from all claims of damages to persons and/or property that may arise out of, or by reason of, this contract.

31. Liens:

The contractor agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the services, labor, and materials furnished by the contractor or his/her subcontractors under the scope of



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this bid and from all laborer's, materialmen's and mechanic's liens upon the real property of the City of Tulsa.

32. Assignment:

Contractor shall not sell, sublet, or assign the agreement or any portion thereof to any per or persons, except with the written approval of the City of Tulsa.

33. Addenda and Interpretations:

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this request for bid (RFB), they shall immediately notify the City contact of such error in writing and request modification or clarification of the document at least one week prior to the bid due date. Modifications will be made by issuing an addendum. Written notice will be given to all parties, who have been furnished with the RFB without divulging the source for the request of the same.

If a bidder fails to notify the City prior to the date and time fixed for submission of bids of an error or ambiguity in the RFB known to them, or an error or ambiguity that reasonably should have been known to them, they shall not be entitled to compensation or time by reason of the error/ambiguity of its late resolution.

The City may also modify the RFB prior to the date and time submission is due at the City Clerk's Office by issuance of an addendum to all parties who have indicated an interest in responding to this request.

The apparent silence of this specification as to any detail or apparent omission of a detailed description concerning any point shall be regarded as meaning that the best commercial practice is to be used. All interpretations of the specification shall be made from this statement. Proof of compliance will be the responsibility of the contractor.

34. Right to Reject:

The City of Tulsa reserves the right to reject any and all bids, or may accept or reject any line item at the price quoted. In addition, the bidder should recognize the right of the City to reject a bid if the bidder fails to submit the data required in the bid document, of if the bid is in any way incomplete, or irregular, or is not in total compliance with the specifications. Any departure from the specifications shall be stated in the bid with an explanation of the reason for the change.

35. Bankruptcy:

In the event of any proceedings, voluntary or involuntary, in bankruptcy or insolvency, by, or against the Seller (successful bidder) or for the appointment of a receiver or trustee or an assignee for the benefit of creditors, the City shall be entitled to cancel the purchase order or contract at any stage of completion without any liability whatsoever.

If any of the proceedings described above are taking place at time of bid or occur during the evaluation period or prior to the execution of a purchase order or contract, the City at it's sole discretion may withdraw any further consideration of bidder without any liability whatsoever.

The bidder must inform the City in writing at the time of bid of current or possible proceeding as described in paragraph one in this section.

36. Packing and Shipping:

No charge shall be made by the bidder for packaging or storage. All goods shall be packaged, marked with:

Bid number and purchase order number (if applicable)

Packaging will be in accordance with good commercial practice. An itemized packing list shall accompany each shipment.

37. F.O.B. Title and Risk of Loss:

The F.O.B. point will be the delivery point listed on the purchase order or contract. The seller will be responsible for all shipping costs including all applicable transportation and insurance costs. Seller shall bear all risk of loss or damage to the goods, and the title shall



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not shift to the Buyer, until delivery of the Goods to the Buyer's location. The seller will be responsible for all activities associated with the replacement of any damaged goods including damage discovered at time of unpacking or testing.

38. Invoicing:

All invoices must be in accordance with the terms and conditions specified herein.

All original invoices are to be sent to:

City of Tulsa
Accounts Payable Division Room 902
200 Civic Center
Tulsa, Oklahoma 74133

Copies of all invoices to the Department contact specified herein or specified later.

39. Cash Discounts:

The City will consider the total price of the solution to these bid specifications as the bid price less any cash discount, which will be taken. The date on the invoice must not be prior to the date of system acceptance.

40. Payment will be made by either check or purchasing card.

41. All equipment must be new.

42. Only the pricing received by sealed bid in response to this invitation and pricing from State of Oklahoma contracts and participating cooperative agreements will be considered.



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Additional Terms and Conditions

Definitions:

This paragraph contains definitions that are used throughout this procurement document, including appropriate abbreviations.

"Bidder" Is a supplier that submits a bid for consideration by the City in accordance with this RFB.

"Change Order" Request for additional work within the general scope of these specifications not requested within bid request. **See additional information in body of bid specifications.**

"City" means City of Tulsa.

"Contractor" A Bidder that has been selected by the City to provide specific design, supply and/or installation services. Same as successful bidder.

"Cost" The price or cost to the city will be the lower of the price quoted in the bid, current published price, or published sale price. The word cost and price are equal in meaning.

"Department" means the department shown on the cover sheet.

"Desirable" The terms "can", "may", "should", "preferably", or "prefers" identifies a desirable or discretionary item or factor.

"Mandatory" The terms "must", "shall", "will", "is required", or "are required", identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the bidder's bid.

"Price" See Cost definition above.

"Seller" Same as successful bidder

"Successful Bidder" The bidder who receives the award and enters into a contract or accepts a purchase order for the goods and services specified herein.

Award of Bid:

The bid will be awarded to the firm(s) whose bid is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and the Purchasing Ordinance set forth below:

Award of Contract, City of Tulsa Ordinance, Title 6, TRO Chapter 4, Section 406E:

1. Authority of the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder (Proposer). Contracts shall be awarded to the lowest secure Bidder (Proposer) meeting specifications. Bid specifications may include a point system for evaluating the lowest secure bid (bid). In determining the "lowest secure bidder (proposer)," in addition to price, the following factors shall be considered:
 - a) the ability, capacity and skill of the bidder (proposer) to perform the contract or provide the service required;
 - b) whether the bidder (proposer) can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c) the character, integrity, reputation, judgment, experience and efficiency of the bidder (proposer);
 - d) the quality of performance of previous contracts or services;
 - e) the previous and existing compliance by the bidder (proposer) with laws and ordinances relating to the contract or service;
 - f) the sufficiency of the financial resources and ability of the bidder (proposer) to perform the contract or provide the service;



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- g) the quality, availability and adaptability of the supplies or contractual services to the particular use required;
- h) the ability of the bidder (proposer) to provide future maintenance and service for the use of the subject of the contract;
- i) where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award;
- j) the number and scope of conditions attached to the bid; and
- k) if a point system has been utilized in the bid specifications, the number of points earned by the bidder (proposer).

PRICE ADJUSTMENT OPTION:

No price adjustment will be allowed for the solution to these bid specifications with the following exception:

The price paid for any commodity or service bid shall not increase during the term of the contract if you are the successful bidder. However, if the bidder anticipates that it will not be able to maintain firm prices for any renewal period, a change in price may be allowed in the renewal of this contract if the following criteria are met:

The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective, and capable of measurement.

The contractor notifies the City, in writing, no later than 30 days prior to expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease including the formula used.

If a purchase order is used, the above price adjustment option will apply for the term specified in the bid specifications.

Clarity of Bid Specifications:

The City has made every effort to make sure the specifications are clear and unambiguous. It is the responsibility of the bidder to understand and ask any questions necessary in order to submit a bid that is responsive and fair to both parties.

Change Orders:

No change orders will be issued for work defined in bid specifications.

No change orders will be issued prior to contract signing or purchase order issuance whichever is applicable. Exceptions: The purchase of options specified will be allowed within City purchasing guidelines.

No claims for extra work will be allowed unless it had been previously ordered by the City in a written change order. That change order will include at a minimum:

1. What is to be done in complete detail
2. Complete description of the work to be done by the contractor including services and goods
3. Signature of Vendor representative.
4. Signature of the MAYOR of the City in the case of a contract. Or, the signature of the Purchasing Agent in the case of a purchase order. The Mayor's approval may be required prior to the issuance of the purchase order in some cases in accordance with purchasing guidelines.

including complete documentation in mutually agreed costs, approved by the successful bidder's designated representative and approved by the Mayor of the City.

Delivery:



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All material items delivered to the City must be F.O.B. delivered to an address to be designated by the City with freight charges prepaid. Although the City will receive inside deliveries of equipment for the Contractor, all installation is to be accomplished by the Contractor.

Year 2000 Compliance:

Century Compliance: The vendor must certify that all hardware and/or software provided through this bid is "Century Compliant". The criteria for compliance are shown below. Failure to satisfy these criteria will make your bid non-responsive. In the event a contract is put into effect based on that assurance and its determined not to be compliant, the entire contract may be revoked and the vendor will reimburse the City for any expenses incurred in this acquisition including any installation and implementation costs of hardware and/or software.

Hardware:

The date maintained within the hardware must accurately represent the year and century, and accommodate special events such as Century Rollover and Leap Year.

Software:

Century compliance requires that software satisfy four date-related criteria. Software meeting all four can be considered "century compliant". Each criteria serves as a high-level requirement for software. The following elaborates on each:

General integrity: As a system date advances normally on a processor, each date Rollover must not lead either the processor or any software executing there to erroneous processing. The best-recognized, high risk, date change is the rollover to 2000.

Date Integrity: This criterion primarily covers the correctness of manipulations of date data. These manipulations need to be reliable only over the range of dates that an application is expected to handle. For example, sales-order processing may handle dates from 5 years in the past to one year in the future. In contrast, an employee database may store dates of birth from early in the 20th century to planned retirement dates well into the 21st century.

Explicit Century: This criteria essentially requires the capability to store explicit values for century. For example, third-party products that can use a 4-digit year in all date elements stored and passed across each interface (including the user interface) would satisfy these criteria. Whether this capability should be used to eliminate century ambiguity is part of the last criteria.

Implicit Century: This last criterion requires that, if the century is not explicitly provided, its value can be correctly inferred with 100% accuracy from the value of date provided. For example, the range of values for an "invoice date" would very rarely span more than 10 years. Because the century can always be guessed correctly for an invoice date with a 2-digit year, this date data element would satisfy this criterion. Note that this criterion permits cost-risk trade-off that minimizes changes to the existing date formats.

Purchase method:

The City will utilize a contract. Refer to Bid Summary pages for special instructions.

Delivery Constraints:

No physical constraints known. It will be the responsibility of the successful bidder to work with the City to assure there are no unforeseen problems to the successful delivery, installation, and system acceptance of the products and services described herein.

Delivery Time Frame:

Timeliness is of the essence in complying with this bid specification. Failure to deliver the goods and/or services specified herein and your bid response within the timeframe specified within the bid specifications or within your bid response whichever is sooner shall entitle the City, in addition to any other rights or remedies, to cancel the purchase order or contract and purchase the goods elsewhere, holding the Seller accountable. Payment or acceptance of any goods or services after the delivery date shall not constitute a waiver of the City's right to cancel the order with respect to future deliveries.



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If these bid specifications include a specific set of milestones, the above definition of timeliness will apply to each milestone. If milestones are not specified in the bid specifications, the milestones specified for our consideration by you will define timeliness.

Payment Provisions:

Payment will be made within **30 days of completion of work.**

Performance Bond:

Within ten (10) days following the award notification of the contract, the successful bidder will be required to execute and furnish a performance surety bond, or an irrevocable letter of credit in the amount of **NONE**. This will be used to guarantee the proper and prompt completion of the work and materials supplied in accordance with these specifications and subsequent contract.

Pre-Bid Conference:

None



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Technical Specifications

Service level: Express Service

See Bid Summary page for details