



INVITATION FOR SEALED BID

TAC #238B

**Description: RAPID CHARGE BATTERIES
Department: ISD/TELECOMMUNICATIONS**

NIGP Commodity Code(s): 287-12-00-000-0

Total pages including this page is 16

NOTE: FAXING OF BID WILL NOT BE ACCEPTED

Important Instruction – Read Carefully:

**If you have obtained these bid specifications from either of:
City of Tulsa's Fax-on-Demand (918-596-1171) or
City of Tulsa's Website : www.cityoftulsapurchasing.org**

**you must notify the buyer Laura Blades of your intent to bid by
e-mail lblades@ci.tulsa.ok.us in order to receive addenda. The buyer
will always acknowledge your e-mail for your records. All addenda
will be posted on fax-on-demand and the website.**

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Pay special attention to those pages with a reference to the following notes:

Note #1: Signature of authorized agent required

Note #2: Signature of an authorized agent and notarized required

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Your bid response should follow the same format listed above plus any additional format requested in the body of the bid invitation.

**INVITATION FOR SEALED BIDS
TO
City of Tulsa**

200 CIVIC CENTER, ROOM 109, TULSA, OKLAHOMA 74103

Bid number and date of bid opening must appear on the lower
left outside corner of bid envelopes and all related containers.

DATE OF OPENING: February 15, 2001

BID NUMBER: **TAC 238B**

**BID MUST BE IN THE CITY CLERK'S OFFICE AT THE ABOVE ADDRESS BY 5:00 P.M. THE DAY
PRECEDING THE "DATE OF OPENING" SHOWN ABOVE.**

BIDS WILL BE OPENED AT 8:30 A.M. IN THE CITY COUNCIL ROOM ON THE DAY SPECIFIED UNDER "DATE OF OPENING."

PUBLISHED IN THE TULSA DAILY COMMERCE AND LEGAL NEWS: January 30, 31, February 1, 2, 5, 2001

Bid must be accompanied by bidder's bond, cashier's check or certified check in the amount of: NONE

PLEASE READ TERMS AND CONDITIONS ON THE NEXT PAGE BEFORE COMPLETING BID DOCUMENTS

THE FOLLOWING SECTION MUST BE COMPLETED BY BIDDER

Delivery will be made in not more than _____ days after receipt of order.

Payment terms _____ % _____ days.

City of Tulsa may increase quantity of order at the unit price bid for _____ days. (Bidder to Specify Days) I have examined the terms and specifications and the instructions to bidders herein and agree, provided I am awarded a contract, to provide the above described items for the sum shown in accordance with the terms and specifications stated herein. All deviations are in writing and attached hereto.

Enclosed is a [] BID BOND ; [] CASHIER'S CHECK; [] Certified Check in the amount of \$ _____, which I agree the City of Tulsa may retain as liquidated damages in the event of my failure to comply with the terms of this bid.

MUST BE SIGNED BY AUTHORIZED AGENT TO BE VALID

FIRM NAME _____ by _____

STREET _____ TITLE _____

CITY STATE _____ ZIP CODE _____ PHONE NUMBER _____ DATE _____

GENERAL TERMS AND CONDITIONS OF SEALED BIDS

THESE ITEMS APPLY TO AND BECOME A PART OF THE BID.

NO EXCEPTIONS TO THESE TERMS & CONDITIONS WILL BE CONSIDERED.

1. **BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT.** Each bid shall be placed in a separate envelope. Be sure envelope is completely and properly identified and sealed, showing the bid number and date in the lower left hand corner. Bids must be time stamped in the office of the City Clerk by 5:00 P.M. on the day before date of opening.
2. No bidder may withdraw his proposal for a period of thirty (30) days after the date and hour set for the opening of bids.
3. All prices shall be quoted F.O.B. Tulsa, Oklahoma, and delivery to City of Tulsa location shall be without additional charge.
4. The bidder shall attach the manufacturer's name of the equipment or material to be furnished, type, model numbers, manufacturers descriptive bulletins and specifications. All guarantees and warranties should be clearly stated. This data shall be in sufficient detail to describe accurately the equipment or material to be furnished. Manufacturer's specifications, in respect to the successful bidder, shall be considered as part of his contract with the City of Tulsa.
5. The bidder shall show in the proposal both the unit prices and total amount, where required, of each item listed. In the event of error or discrepancy in the mathematics, the unit prices shall prevail.
6. Any exceptions or deviations from written specifications shall be shown in writing and attached to the bid form.
7. Each bidder agrees to comply with the terms of Title 5, Chapter 1, of Tulsa, Oklahoma Charter and revised ordinances relating to equal employment opportunity.
8. **THE ENCLOSED FORMS REGARDING NON-COLLUSION AND FINANCIAL INTEREST MUST BE SIGNED, NOTARIZED, AND RETURNED WITH THE BID.**
9. The City of Tulsa reserves the right to reject any and all bids, to waive any technicalities in the bidding, and to award each item to different bidders or all items to a single bidder.
10. All bids must be accompanied by bidders bond, cash, certified or cashier's check in the amount shown on the face of the bid form. This amount shall be retained by the City of Tulsa as liquidated damages in the event the successful bidder (or bidders) fails to execute a contract, if required. The bidder agrees that said amount is presumed to be the damages sustained by the City due to the impracticability and extreme difficulty in fixing the actual damages. The office of the City Clerk will return the bid deposits to the unsuccessful bidders, after a contract has been awarded or all bids have been rejected.
11. In the event cash discounts are offered by the bidder, the discount date shall begin with the date of invoice, the date of receipt of all material covered by the purchase order, or the date of receipt by the City of Tulsa of the original copy of the purchase order with properly executed Affidavit of Claimant, whichever is the later date.
12. Direct purchase of certain items of equipment or material by the City of Tulsa are exempt from Federal Excise Tax and Oklahoma Sales Tax. In such cases the bidder shall quote prices which do not include Federal Excise Tax and Oklahoma Sales Tax. The City of Tulsa will furnish executed exemption certificates upon presentation by the bidder at the time of purchase.
13. Bid must show number of days required for delivery under normal conditions. Failure to state delivery time obligates bidder to complete delivery in fourteen (14) calendar days. Unrealistically short or long delivery promises may cause bid to be disregarded. Contractor must keep Purchasing Department advised at all times of status of order. Default in promised delivery or failure to meet specifications authorizes the Purchasing Agent to purchase supplies elsewhere and charge full increase of cost and handling to defaulting contractor. Consistent failure to meet delivery promises without valid reason may cause removal from bid list.
14. Bidder agrees to defend and save City of Tulsa from and against all demands, claims, suits, costs, expenses, damages and judgments based upon infringement of any patent relating to goods specified in this order or the ordinary use or operation of such goods by City or use or operation of such goods in accordance with bidders direction.
15. If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City.

INTEREST AFFIDAVIT

STATE OF _____ }
 } ss
COUNTY OF _____ }

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

By _____
(Signature)

(Title)

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

NOTARY PUBLIC SIGNATURE

My Commission Expires:

The Interest Affidavit must be completed, signed by an authorized agent, and notarized.

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

STATE OF _____ COUNTY OF _____

_____, of lawful age, being first duly sworn on oath says

Authorized Agent

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

SIGNATURE OF AUTHORIZED AGENT

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

Signature of Notary Public

MY COMMISSION EXPIRES

The Bidder Affidavit must be completed, signed by an authorized agent, and notarized.

CONTRACTOR/BIDDER INFORMATION SHEET

To be completed by all Bidders
For Contracts with the City of Tulsa
(Please print or type)

Project No. or Description _____

Full Name of Bidder _____

Legal Identity
(Corporation, Partnership,
Individual, etc.) _____

Address _____

Telephone No. _____

FAX No. _____

Taxpayer Identification Number _____

Contact Person _____

Phone No. _____

Fax No. _____

E-mail address _____

Webpage Address _____

Price Sheet Summary

Vendor Name: _____ Signature: _____
Date: _____

You will be able to obtain a copy of the Bid Summary on the City of Tulsa's Purchase-Net Fax-on-Demand and Website shortly after bid opening.

TAC #238B

<u>ITEM</u>	<u>APPROX. QTY.</u>	<u>MOTOROLA PART NO. & DESCRIPTION</u>	<u>UNIT PRICE</u>	<u>TOTAL PRICE</u>
1.	25	NTN-4327C Motorola <u>High</u> Capacity Nickel Cadmium Rapid Charge Battery for 3 Watt STX Portable Radio.	\$ _____	\$ _____
2.	50	NTN-7144AR Motorola <u>High</u> Capacity Nickel Cadmium Rapid Charge Battery For MTS-2000 Portable Radio.	\$ _____	\$ _____
3.	25	NTN-7341AR Motorola <u>High</u> Capacity Nickel Cadmium Rapid Charge Battery MTS-2000 Portable Radio with FMA For Intrinsically Safe.	\$ _____	\$ _____
4.	50	HNN-9628A Motorola <u>High</u> Capacity Nickel Cadmium Rapid Charge Battery For LTS-2000 Portable Radio.	\$ _____	\$ _____
5.	300	NTN-8294 Motorola <u>High</u> Capacity Nickel Cadmium Rapid Charge Battery For XTS-3000 Portable Radio.	\$ _____	\$ _____
6.	50	NTN-8297 Motorola <u>High</u> Capacity Nickel Cadmium Rapid Charge Battery XTS-3000 Portable Radio with FMA For Intrinsically Safe (Ruggedized).	\$ _____	\$ _____
7.	100	NTN-8923AR Motorola <u>High</u> Capacity Nickel Metal Hydride Rapid Charge Battery For XTS-3000 Portable Radio.	\$ _____	\$ _____
8.	25	NTN-8299 Motorola <u>High</u> Capacity Nickel Metal Hydride Rapid Charge Battery XTS-3000 Portable Radio with FMA For Intrinsically Safe.	\$ _____	\$ _____

TAC #238B
RAPID CHARGE NICKEL CADMIUM/NICKEL METAL
HYDRIDE SECONDARY BATTERY
TELECOMMUNICATIONS/IS

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source of supply for furnishing a **Rapid Charge Nickel Cadmium (NiCD) and Nickel Metal Hydride (NiMH) Secondary Batteries** for use in powering Motorola STX, MTS, LTS and XTS series portable radios on an annual basis to the City of Tulsa, Telecommunications-IS Department.

(Prices must be held constant for the term of this agreement.)

GENERAL SPECIFICATIONS:

All material/equipment bid shall be new and the latest product model. Brochures and/or specification literature clearly describing the units and verifying that the units meet or exceed the requirements of this specification shall accompany each bid proposal. Warranty and delivery information shall also be provided with the bid proposal.

Any manufacturer's name and model called out in his bid is to set the quality and design of equipment desired and is not meant to limit bidding on products of equal quality.

Any exceptions to or deviations from the specifications set forth in this bid shall be clearly described in the bidder's proposal.

TECHNICAL SPECIFICATIONS:

NICKEL CADMIUM:

NTN-4327C., NTN-7144CR, NTN-7341AR, HNN-9628B, NTN-8294BR and NTN-8297AR.

GENERAL:

- 2.1 Operating Temperature Range: -30C to +60C
- 2.2 Storage Temperature Range: -30C to +65C
- 2.3 Storage Position: Not Critical
- 2.4 Shelf Life: Three (3) Years when stored at +25C +/-5C
- 2.5 Ship Status: Discharged

ELECTRICAL:

- 3.1 Nominal Voltage: 7.5 VDC
 - 3.2 Operating Voltage Range: 6.0 to 9.0 VDC
 - 3.3 Cutoff Voltage: 6.0 VDC
 - 3.4 Capacity: NTN-4327C requires 1800 maH minimum – Per BTP 100
NTN-7144CR requires 1350 maH minimum – Per BTP100
NTN-7341AR requires 1260 maH minimum – Per BTP100
HNN-9628B requires 1100 maH minimum – Per BTP100
NTN-8294BR requires 1500 maH minimum – Per BTP100
NTN-8297 requires 1500 maH minimum – Per BTP100
NTN-8923AR requires 1800 maH minimum – Per BTP100
NTN-8299 requires 1650 maH minimum – Per BTP1000
- (3.4.1) Run time shall be a minimum of 60 minutes under conditions 1.1 or 1.2 per BTP 100
 - (3.4.2) Minimum capacity is specified in Table 4.4:

Table 4.4:

<u>Degrees C</u>	<u>% Rated Capacity</u>
+60+/-2C	75%
+40+/-2C	90%
+25+/-2C	100%
+5+/-2C	90%
-20+/-2C	40%
-30+/-2C	10% or less

MECHANICAL:

- 4.1 Case Material shall be Polycarbonate Resin or equivalent.
- 4.2 Construction: Internal connection shall be made with flex circuit design to enhance reliability. External closure shall be sonic welded.
 - (4.2.1) Battery Components shall be surface mounted on soft film, copper flex circuitry.
 - (4.2.2) Battery will use rubber tooled/molded inserts for optimum shock absorption.
- 4.3 Charge contacts shall be diode protected.
- 4.4 Shock: No electrical or mechanical degradation per BTP1002.1.
- 4.5 Drop: No electrical degradation or mechanical degradation beyond superficial scratches and marks shall occur per BTP 100 either 2.2 or 2.3.

SAFETY:

- 5.1 Factory Mutual approved intrinsically safe batteries for MTS and XTS series radios are available.
- 5.2 Should the cell pack reach +91C, the battery shall permanently terminate electrical output.
- 5.3 Each cell will be safety vented to prevent rapid release in a high-pressure situation.
- 5.4 No external contacts accessible when the battery is mated with the radio. Shall be capable of providing in excess of 1/10 of 1 mA through any outside contact.

CHARGING:

- 6.1 Batteries shall be charged only in specified Motorola charging equipment.
- 6.2 Batteries charged in a Motorola rapid charger shall be allowed to charge for a minimum of two (2) hours prior to testing.
- 6.3 Batteries charged in a Motorola standard charger shall be allowed to charge for a minimum of 16 hours.
- 6.4 Any battery that has not seen service for 30 days or more shall be charged for 16 hours and discharged and recharged prior to testing.
- 6.5 Charging shall only occur between the temperatures of +5C and +45C.

WARRANTY:

- 7.1 Each battery shall be permanently and legibly marked with the week and year of shipment and in transit time shall be covered. Said battery shall meet the requirements of Paragraphs 3.1, 3.2, 3.3 and 3.4.3 or successful bidder will replace the battery at no cost to the customer. Warrant shall be void if paragraph 6, Charging is not complied with, or if use is in equipment other than that specified or if obvious abuse is noted.

NICKEL METAL HYDRIDE:

NTN-8923AR, NTN-8299

GENERAL:

- 2.1 Operating Temperature Range: -20C to +60C
- 2.2 Storage Temperature Range: -30C to +50C
- 2.3 Storage Position: Not Critical
- 2.4 Shelf Life: Two (2) Years when stored at +25C +/-5C
- 2.5 Ship Status: Discharged

ELECTRICAL:

- 3.1 Nominal Voltage: 7.5 VDC
- 3.2 Operating Voltage Range: 6.0 to 9.0 VDC
- 3.3 Cutoff Voltage: 6.0 VDC
- 3.4 Capacity: 2000 maH minimum – Per BTP100
 - (3.4.2) Run time shall be a minimum of 60 minutes under conditions 1.1 or 1.2 per BTP100.
 - (3.4.3) Minimum capacity is specified in Table 4.4:

Table 4.4:

<u>Degrees C</u>	<u>% Rated Capacity</u>
+40+/-2C	90%
+25+/-2C	100%
+5+/-2C	75%
-20+/-2C	30%

MECHANICAL:

- 4.1 Case Material shall be Polycarbonate Resin or equivalent.
- 4.2 Construction: Internal connection shall be made with flex circuit design to enhance reliability. External closure shall be sonic welded.
 - (4.2.1) Battery Components shall be surface mounted on soft film, copper flex circuitry.
 - (4.2.2) Battery will use rubber tooled/molded inserts for optimum shock absorption.
- 4.3 Charge contacts shall be diode protected.
- 4.4 Shock: NO electrical or mechanical degradation per BTP100 2.1
- 4.5 Drop: NO electrical degradation or mechanical degradation beyond superficial scratches and marks shall occur per BTP100 either 2.2 or 2.3.

SAFETY:

- 5.1 Factory Mutual approved intrinsically safe batteries for XTS series radios are available.
- 5.2 Should the cell pack reach +91C, the battery shall permanently terminate electrical output.
- 5.3 Each cell will be safety vented to prevent rapid release in a high-pressure situation. Vents shall reseal if venting should occur.
- 5.4 No external contacts accessible when the battery is mated with the radio. Shall be capable of providing in excess of 1/10 of 1 mA through any outside contact.

CHARGING:

- 6.1 Batteries shall be charged only as specified Motorola charging equipment.
- 6.2 Batteries charged in a Motorola rapid charger shall be allowed to charge for a minimum of two (2) hours prior to testing.
- 6.3 Batteries charged in a Motorola standard charger shall be allowed to charge for a minimum of 16 hours.
- 6.4 Any battery, which has not seen service for 30 days or more, shall be charged for 16 hours and discharged and recharged prior to testing.
- 6.5 Charging shall occur between the temperatures of +5C and +50C.

WARRANTY:

- 7.1 Each battery shall be permanently and legibly marked with the week and year of shipment and in transit time shall be covered. Said battery shall meet the requirements of Paragraphs 3.1, 3.2, 3.3 and 3.4.3 or successful bidder will replace the battery at no cost to the customer. Warranty shall be void if paragraph 6, Charging, is not complied with, or if use is in equipment other than that specified or if obvious abuse is noted.

BTP100

1. DISCHARGE METHODS:

1.1 Constant Current:

Battery shall be discharged from the radio power contacts into a load, which retains a constant current over the specified voltage range. Run time shall be the time from start of discharge at the specified discharge rate to the point at which specified cutoff voltage is crossed.

1.2 Resistive:

Battery shall be discharged from the radio power contacts into a resistive load of a minimum of 20 watts. Resistance shall be calculated by dividing nominal specified battery voltage by rated

Battery capacity ($RL = \frac{V}{I}$ capacity). RL shall have a measured tolerance of $\pm 2\%$.

Run time shall be the time beginning with load connect and terminated at the point when specified cutoff voltage is crossed.

1.3 Cycled:

Specified radio or loading designed to simulate specified radio shall be applied to the battery (radio) power contacts. Cycling shall be performed as specified with run time being the entire period between start of discharge and terminating at the point where specified end point voltage is crossed.

<u>Cycles of Charging</u>	<u>% of Rated Capacity Required</u>	<u>% Variance</u>
1 to 100	95%	+/-5%
101 to 300	90%	+/-5%
301 to 500	80%	+/-5%

2. DISCHARGE METHODS:

2.1 Shock:

Subject battery to a none (1) half-sine pulse of 3000 G's for a duration of 0.3 milliseconds in each direction along six (6) mutually perpendicular axis.

2.2 Drop:

Battery shall be attached to a representative radio and dropped from a height of 4 feet to a smooth concrete surface on each open surface.

2.3 Drop:

Separate battery shall be dropped from a height of 4 feet to a smooth concrete surface on all planes except the latching surface.

CONTRACT:

If the bid requires a written contract, the successful bidder shall execute a written contract with the City of Tulsa and return the required bonds and insurance certificates within ten (10) days after submission of contracts to said bidder by the City. The term of the contract will be for a period of one (1) year with two one-year renewal options.

DELIVERY:

All prices shall be quoted F.O.B. Destination.

AGENDA AND INTERPRETATIONS:

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all the bidders. The City of Tulsa is not bound by any oral representations, clarifications, or changes made in the written specifications by City of Tulsa employees, unless such clarification or change is provided to bidders in written addendum form from the Purchasing Division.

PRICE ADJUSTMENT OPTION:

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

- (1) The bidder includes a formula, to be used to calculate a change in price at the time of renewal, **in the bid for the initial contract**. Such formula shall be reasonable, objective and capable of measurement.
- (2) The contractor notifies the City, in writing, no later than 30 days prior to the expiration of the initial contract period, or any renewal period, of its intent to exercise the right to escalate or de-escalate prices under the contract. The notice shall include a calculation of the price increase or decrease requested including the formula used.

AWARD:

The City reserves the right to award by item or overall low bid whichever is beneficial to the City. The quantities called out are approximate and the City does not guarantee quantities.

AWARD OF BID:

The bid shall be awarded to the firm whose proposal is responsive to the bid and is most advantageous to the City, considering the factors identified in the bid and Section 406E of Title 6, The Purchasing Ordinance set forth below:

406E. AWARD OF CONTRACT

1. Authority in the Mayor. The Mayor shall have the authority to award contracts within the purview of this chapter.
2. Lowest Secure Bidder. Contracts shall be awarded to the lowest secure bidder meeting specifications. Bid Specifications may include a point system for evaluating the lowest secure bid. In determining "lowest secure bidder", in addition to price, the following factors shall be considered:
 - a. The ability, capacity and skill of the bidder to perform the contract or provide the service required;
 - b. whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay or interference;
 - c. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - d. the quality of performance of previous contracts or services;
 - e. the previous and existing compliance by the bidder with laws and ordinances relating to the contract or service;
 - f. the sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service;
 - g. the quality, availability and adaptability of the supplies or contractual services to the particular use required;
 - h. the ability of the bidder to provide future maintenance and service for the use of the subject of the contract;
 - i. where an earlier delivery date would be of great benefit to the requisitioning agency, the date and terms of delivery may be considered in the bid award, and
 - j. the number and scope of conditions attached to the bid.
 - k. if a point system has been utilized in the bid specifications, the number of points earned by the bidder.