



Invitation for Sealed Project 02-402

Addendum #2 dated 9-30-2002

Description: Tape Backup drive

Department: Telecommunications and Information Services

City of Tulsa

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PURCHASE NET

Mail Sealed Bid TO: City of Tulsa 200 Civic Center, Room 109 Tulsa, Oklahoma 74103		Sealed bid due by: 5:00 PM Wednesday October 9, 2002	Bid Opening: 8:30 AM the next day City Council Room Dual opening: <input checked="" type="checkbox"/> Yes; <input type="checkbox"/> No
Envelope/Box Labeling: Bid Number and opening date must appear on the lower left corner of all envelopes and box tops.		Bid Bond Required: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Performance Bond: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No PreBid Conference: <input type="checkbox"/> 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.			4 Copies Required
Published:	Tulsa Daily Commerce and Legal News(announcement only) September 19, 2002		
	Purchase Net Fax-on-Demand: 918-596-1171 (for index)		
	Purchase Net Website: www.cityoftulsapurchasing.org		
City Contacts:	Project Buyer: Bill Youngblood, CPM byoungblood@ci.tulsa.ok.us Fax: 918-699-3153; Phone: 918-596-7551		
Acknowledgement of intent to bid:	E-mail the Project Buyer of your intent. If you don't receive a return e-mail within 48 hours, contact the Project Buyer		
Bidder Questions:	Email all questions to Project Buyer. All e-mail questions must include Project Number listed at the top of each page on the subject line in the format shown.		
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:	204-00		

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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Important: Your bid will be rejected if not properly signed and notarized on those pages indicated above.



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Addenda

Addendum #1 dated 9-20-2002:

1. What are the serial numbers of the existing products?

Answer: IBM 3590 A-14 Serial Number 00060578 Tape Cabinet (Black)

IBM 3590 A-50	Serial Number 0043257	Controller
IBM 3590 B11	Serial Number 00054375	Tape Drive
IBM 3590 B11	Serial Number 00054396	Tape Drive
IBM 3590 B11	Serial Number 00054594	Tape Drive
IBM 3590 B11	Serial Number 00054680	Tape Drive

2. Can I Bid a model A60?

Answer: YES

3. Comment: If you quote used or refurbished equipment, it must be able to be certified as delivered and installed by you to be placed under a maintenance contract with IBM. The City will incur no liability for equipment that cannot be certified.

Addendum #2 dated 9-30-2002:

1. Delete the requirement for 1 year maintenance on the Detailed Price Summary. However, it must be able to be certified for maintenance by IBM for maintenance as stated in addendum #1. The maintenance requirement has been lined out in the technical specifications.



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Detailed Price Summary

Item	Description	QTY	Unit Cost	Extended Cost
1	IBM 3590-A14 Tape Drive Frame, Color Black	1		
2	IBM 3590-A50 Magstar Controller with Remote Support Facility, First ESCON/SCSI Adapter Card, and an ESCON Adapter Card. (Total of 2 ESCON Channels).	1		
3	IBM 3590-B11 Tape Drives each with the Random Automatic Cartridge Facility feature, Color Black.	4		
4	ONE-Year of IBM Onsite 7 X 24 Hardware Maintenance Coverage for the proposed equipment	1		
5	Assembly of items 1, 2, 3 and Installation	1		
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)		\$ _____ (NOT-TO-EXCEED)		
Comments:				
Payment Terms:				
Delivery:				



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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 _____, 20____.

NOTARY PUBLIC SIGNATURE

My Commission Expires:

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



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

STATE OF _____ COUNTY OF _____

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

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

SIGNATURE OF AUTHORIZED AGENT

Subscribed and sworn to before me this _____ day of _____, 20____.

Signature of Notary Public

MY COMMISSION EXPIRES

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



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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

No

If yes, Fax copy to: Phyllis Brown 918-699-3225



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GENERAL TERMS AND CONDITIONS

Definitions:

“**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.

“**Fax-on-Demand**” 918-596-1171 (to obtain index of documents)

“**Mandatory**” Such terms as "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.

“**Purchasing Office**” City of Tulsa; 200 Civic Center Room 802; Tulsa, Oklahoma 74103

“**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.

“**T&C**” Terms and Conditions

“**Website**” www.cityoftulsapurchasing.org

Specification Color and Special Effects:

For those viewing this specification on the internet or printing on a color printer, there may be color or special effects used to highlight an item as needed.

Purchasing Authority:

The authority used to issue this Invitation for Sealed Bid comes from:

- a.) City Charter Article XII Section 14
- b.) City ordinance Title 6, Chapter 4 (Purchasing)

Fairness:

It is the intent of the City to present these bid specifications such that they will result in an open and competitive process. If in your opinion, we have not met that objective, discuss at the pre-bid meeting or contact the project buyer in writing.

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



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Specification Availability:

These specifications can be obtained in the following ways:

- Website: www.cityoftulsapurchasing.org
- Fax-on-Demand: 918-596-1171 for an index
- Purchasing Office: 200 Civic Center Room 802; Tulsa, Oklahoma 74103

Acknowledgement of Intent to Bid:

The only way to acknowledge your intent to bid will be as directed on page 1. Sending any addenda or notice of addenda to you will be based on you notifying us in the prescribed manner of your intent to bid.

Bid Form:

BIDS MUST BE SUBMITTED ON THIS FORM ONLY INCLUDING A SIGNATURE OF AN AUTHORIZED AGENT. If submitting multiple bids, submit each in a separate envelope or box. Be sure the envelope or box is completely and properly identified and sealed, showing the bid number and opening date in the lower left hand corner.

Proposed Contract:

If the method of award will be by contract, you must include a copy of your proposed contract language making sure that the language does not contradict with any portion of these specifications.

RFB Ambiguity, Omission, Inconsistency, or Error:

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

If a bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this Invitation for Sealed Bid, they shall immediately notify the City contact of such error in writing and request modification or clarification of the document. If needed, an addendum will be issued to all known bidders 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 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.

Bidder Questions:

Except for the pre-bid conference, all questions will be handled as stated on the first page. Any discussions with anyone other than the Project Buyer or other procurement personnel may disqualify your bid and be grounds for retracting an award recommendation or be cause for the termination of any future contract or purchase order.

If there has been a breach of this General T&C and products have been delivered, they will be returned at the successful bidders cost. The City will not be liable for any supplier costs. A list of all procurement personnel is available on the City of Tulsa's website and Fax-on-Demand.

The City cannot guarantee that any questions received within ten (10) working days of the due date will be answered.

Any oral explanations or instructions given before the award of the contract will not be binding.

Any information given one bidder concerning this Invitation will be provided promptly to all other known bidders as an addendum, if that information is necessary in submitting a bid or if the lack of it would be prejudicial to other bidders. The City may at its option periodically send an e-mail containing any questions and answers not previously distributed by an addendum prior to it being included in an addendum.

Addendum to Invitation for Sealed Bid:

- a.) All addendum information 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.



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b.) If this specification is amended, then all unchanged provisions, which are not modified, remain unchanged.

Preparation Cost:

The City of Tulsa will not be responsible for any bidder costs in preparing the bid response, pre-bid conference, demo, or any other cost incurred by the bidder.

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.

Bid due:

Deliver or hand carry offers to the office of the City Clerk City of Tulsa; 200 Civic Center, Room 109; Tulsa, Oklahoma 74103 **NO LATER THAN 5:00 PM** on the due date shown on the cover sheet. Offers will be date/time stamped in accordance with this provision.

The City shall not be responsible for the failure of offers not reaching the City Clerks office prior to the due date and time.

Faxing Bids:

Bids cannot be faxed to the City Clerk, Purchasing, or any other City office or employee.

Bid Opening:

All bid openings are public. The opening will take place the day after due:

Francis Campbell Council Meeting Room
City Hall, 200 Civic Center, plaza level
Tulsa, Oklahoma 74103
8:30 A.M.

Exceptions Taken to Specifications:

Any exceptions or deviations from these written specifications shall be shown in writing on the "List of all Exceptions taken to these specifications" page. Note that an exception may eliminate you from consideration.

Altering Bids:

Bids cannot be altered or amended after the submission deadline. The signer of the bid thus guaranteeing authenticity must initial any interlineations, alteration, or erasure made to the bid before the opening bid date. Bids must be submitted in ink or type written. Bids using pencil will not be accepted.

Bid Conformity:

By submitting a properly signed and notarized response to this Invitation, the bidder attests that the supplies and/or services conform to these specifications unless an exception is listed.

Mathematical Errors:

The bidder shall show on the detail cost summary 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.

Evaluation Committee:

The evaluation committee will consist of personnel selected from the operating and technical areas as needed. The Purchasing Division will assist as needed.



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Award of Bid:

The bid will be awarded to the firm(s) whose bid is responsive and 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. 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 the "lowest secure bidder" 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;
 - 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).

The bid will be awarded based on a scoring percentage and/or cost per point ratio and percentages in the following areas:

1. Cost of Hardware/Software (lowest cost per point)
2. Ability to meet City needs as defined by Tier 1 to 4 rated questions
3. Demonstrations
4. References
5. General Questionnaire

See Special Terms and Conditions for any additional details.

Award of Items to Bidder(s):

The City may award each item to different bidders or all items to a single bidder at its sole discretion unless otherwise defined on the detail cost summary page or described in the Special Terms and Conditions section.

Technicalities: The City may waive any minor technicalities in the bidding process at its sole discretion.

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, or 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.

Bid Results Notice:

Available in the following ways:

- City of Tulsa Purchasing Website
- City of Tulsa Fax-on-Demand



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- City Clerks office at City Hall

Notice of Award:

The project buyer will notify the successful bidder.

Equal Employment Opportunity:

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.

Employment Discrimination Prohibited by Contractor:

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.

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.

Delivery Time Frame:

Bid must show number of days required for delivery under normal conditions on the first page. 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.

In the case of projects with multiple deliveries, detail the delivery events in the section provided in the Supplier Response Section.

Description of offering and warranty:

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 the contract with the City of Tulsa.

Mandatory Requirements:

The bidder must comply with all mandatory requirements. Exceptions:

The City will consider an alternate response to a mandatory requirement. The City at its option may consider and approve an alternate if it fulfills the needs of the City.



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Travel Expenses:

The response shall include a "Not to Exceed" amount for all expenses necessary to fulfill these specifications. No reimbursement will be made for expenses not actually incurred. The City reserves the right to audit all travel expenses.

Industry Standards:

Any applicable industry standard and codes will be adhered to whether specifically listed or not.

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 products of equal or better capabilities at no additional cost to the City. The Contractor(s) shall give the City thirty (30) working 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).

Right to 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 City. The contractor further agrees that any discrepancies found will be corrected and will return funds to the City for undelivered goods or services or overcharges. The supplier will have fourteen (14) days to refund any monies due. Depending on the magnitude of the problem, the contract may be terminated.

Authorized Reseller:

If you are not the manufacturer of the products being solicited for bid, you must have been an authorized reseller of the products and/or services bid for at least 180 days prior to bid due date. If not specifically requested as a part of these specifications, the bidder will have seven (7) working days to respond to a written request to produce sufficient proof from the manufacturer certifying the reseller status and beginning date.

Oral Agreements:

None apply

Recipient of Contract:

The City will only contract with the "Firm name" shown on the first page and, only, if signed by an authorized agent of that firm.

Contract 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. In anticipation of the support agreement being with the manufacturer of proposed equipment, the City will allow for the assignment of the support portion of these bid specifications to the manufacturer when initiating a contract for the purchase of the equipment with the successful bidder..

Litigation of Conflicts:

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

Law Applicable:

Bidder warrants that the goods 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.

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



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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.

Treatment of Information by both parties:

Bidder:

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. Any use of this and related information is not permitted without the written permission of the City contact person named herein.

City:

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 with the understanding that the City is governed by Oklahoma Open Records Act. .

Bids will be disqualified if information relevant to the evaluation process cannot be retained for possible disclosure based on established State of Oklahoma Open Records Law.

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

Hold Harmless:

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 the City or use or operation of such goods in accordance with bidders direction.

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.

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 proceedings as described in paragraph one in this section.

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.

Contract Administration:

The department shown on page one will perform the primary administration of the contract. Purchasing and other City departments may become involved primarily from an audit standpoint.



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City Not Liable for Delays:

It is 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.

Packing and Shipping:

No additional charges will be added for packaging and shipping. All goods shall be packaged, marked with: Bid number or purchase order number (if applicable)

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

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 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.

Cash Discounts:

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.

Sales Tax:

All Federal, State, and local sales tax are not applicable.



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Special Terms and Conditions

Definitions: No additions in this section		
Bid Offer Duration (enter number of days): No bidder may not withdraw his bid for a period of <input type="text" value="90"/> calendar days after the date and hour set for the opening of bids.		
Electronic copy of bid required (check one): Yes: <input type="checkbox"/> No: <input checked="" type="checkbox"/>		Attach the electronic version to the copy labeled Purchasing.
<p>PRICE ADJUSTMENT OPTION: 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:</p> <ul style="list-style-type: none"> a.) The bidder includes a formula in the initial bid, to be used to calculate a change in price at the time of renewal. Such formula shall be reasonable, objective, and capable of measurement. The City reserves the right to audit such increases. Any pertinent records not made available may be cause for the cancellation of contract or other such remedy as deemed appropriate. b.) 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 it's intent to exercise the right to escalate or de-escalate prices under the contract. The notice cannot include increases greater than the potential increases bid. <p>The predicted increases will be used in the evaluation of the bid. The increase percentages will be used to calculate the total solution cost.</p> <p>If the consumer price index is used for the renewal increase, the previous years CI will be used to calculate the total solution cost.</p> <p>YOUR RESPONSE MUST BE PRESENTED IN THE APPLICABLE APPENDIX. <i>If a purchase order is used, the above price adjustment option will apply for the term specified in the bid specifications</i></p>		
Award Method (check one):		
Lowest Cost: <input checked="" type="checkbox"/>	Lowest Cost Per Point: <input type="checkbox"/>	Other: <input type="checkbox"/>
Purchase Method (check one):		
Contract: <input checked="" type="checkbox"/>	Purchase Order: <input type="checkbox"/>	



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Initial Contract term: **1 Year**

Contract renewals (1 Year each):

Total contract term including renewals:

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.

Pre-bid Conference available (check):

NO:

YES:

If Yes (If mandatory, you must attend one pre-bid conference):

Date:

Time:

Pre-bid Conference is mandatory:

NO:

YES:

Location:

Explanation:

- a. You are encouraged to submit your questions in advance of the Pre-Bid meeting to the Project Buyer whether you plan on attending or not. This will assist the City in the event research is needed to answer your questions. Advance submission of questions is not mandatory.
- b. The pre-bid meeting may be monitored, audio-recorded, video recorded, etc.
- c. The City will make its best effort to make sure that any questions and answers that add to the clarity and quality of these specifications are made a part of these specifications by addendum to all known bidders.

Bid Bond (check one):

NO:

YES:

If Yes:

Bid Bond Amount:

Explanation:

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 shown above. 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.

The City Clerk's Office will return Bid Bond's within 10 days of receiving an executed contract from the successful bidder.

Performance Bond (check one):

NO:

YES:

If Yes:

Performance Bond Amount:

Bid Total:

Contractors' Liability and Insurance Requirements:

Required: NO:

YES:



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General Liability:

The City of Tulsa shall not be liable for any loss or damage sustained by the contractor. The contractor shall save the City of Tulsa whole and harmless from any and all claims of whatsoever nature growing out of or resulting from or in any way connected with the exercise of the privilege herein granted. Contractor will exercise every necessary precaution for the safety of the property and the protection of any and all persons and/or property located adjacent to or making passage through said property.

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 material furnished by the contractor or his subcontractors under the scope of this Invitation for Sealed Bid and from all laborer's materialmen's and mechanic's liens upon the real property upon which the work is located or any property of the City of Tulsa.

Insurance:

The contractor, and any subcontractors, shall carry and keep in force during the term of the contract including any subsequent renewals policies of public liability insurance including any contractual liability assumed under the contract in the minimum amounts set forth below and workmen's compensation insurance in the amounts required by law.

The bidder (defined to include all subcontractors and agents) shall secure and maintain throughout the duration of this contract policies of insurance and furnish to the City certificates of insurance of such types and not less than the amounts as hereinafter listed:

- Personal injury, each person \$ 175,000
- Personal injury, each occurrence \$ 1,000,000
- Property damage, each person \$ 25,000
- Property damage, each occurrence \$ 100,000
- Workers' Compensation (as required by law)

The policy shall include a clause stating that it cannot be cancelled by the insurer without the insurer first giving ten (10) days written notice of cancellation or the City must be included on the policy as a named insurer. The named insurer must provide the following on the certificate:

The City of Tulsa, a municipal corporation, is an additional insured for worked performed under Bid ~~xx-xxx~~ (specify bid no. shown at the top of page) and must be notified thirty (30) days in advance of insurance cancellation or termination.

An insurance certificate must include: name and address of insurance company (must be licensed to transact business in the State of Oklahoma), Policy number; and liability coverage and amounts.

The successful bidder must furnish the City a certificate of insurance showing such coverage within ten (10) days following the acceptance of the bid by the City and before starting work. Acceptance at the point the successful bidder is notified in writing their bid has been accepted and an award recommendation is made.

The certificate of insurance must be identified with bid number ~~xx-xxx~~ and must be sent to:

City of Tulsa
Legal Department-Insurance
200 Civic Center Room 316
Tulsa, Oklahoma 74103

Premiums:

Premiums on all insurance policies shall be paid by the contractor and shall be included in the bid. The City will have no responsibility or liability for such insurance coverage.

References:

See Technical Specifications



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Furnished by the City:

Nothing

Payment Schedule:

Net 30 days after acceptance by the City or date on invoice whichever is later.

Prompt Payment:

Prompt payment discounts will be used in the calculation to determine final price.



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Technical Specifications

Background:

The City of Tulsa currently has One IBM 3590 High Performance Tape Drive Subsystem installed in the data center, located on the 7th floor of City Hall. This tape subsystem is configured as follows:

1. Qty 1 IBM 3590-A14 Tape Drive Frame, Color Black
2. Qty 1 IBM 3590-A50 Magstar Controller with Remote Support Facility, First ESCON/SCSI Adapter Card, and an ESCON Adapter Card. (Total of 2 ESCON Channels).
3. Qty 4 IBM 3590-B11 Tape Drives each with the Random Automatic Cartridge Facility feature, Color Black.
 - A. Three 3590s tape drives are connected to a Hitachi Data Systems, Pilot 26 mainframe (Equivalent to the IBM 9672-RB5) via the ESCON channel connectivity.
 - B. One 3590 tape drive is connected to an IBM RS/6000 – H70 via a 25 Meter SCSI cable.
 - C. The City of Tulsa is currently only using the 3590 High Performance Tape Cartridges, not the 3590 Extended High Performance Tape Cartridges.
 - D. All four of the 3590-B11 Tape Drives are installed in the IBM 3590-A14 Tape Drive Frame.

Bid Requirements:

The Information Services Division, has a requirement to expand it's current 3590 High Performance Tape Subsystem through the acquisition of a 2nd IBM 3590 Tape Subsystem configured with the same feature codes as the current tape subsystem. Should these feature codes have been superceded by new and or improved feature codes, bidders can provide that in their configurations.

Bidders who will be responding to these specifications should contact the Buyer by email to obtain the serial numbers of the existing IBM 3590 High performance tape subsystem or contact IBM directly for the precise configuration including all part numbers and feature codes.

Bidders have the responsibility of ensuring that the IBM 3590 Tape Subsystem that they are proposing is equivalent to the current IBM 3590 Tape Subsystem currently in place in the data center.

Bidders are responsible for all aspects regarding shipment, delivery to the 7th floor data center, and installation activities. The City of Tulsa does not have centralized receiving, a loading dock, offload equipment, or personnel to assist in the delivery of the equipment to the 7th floor. In addition, the City of Tulsa does not have a freight elevator; the bidder will have to use one of the four existing elevators to move the equipment up to the 7th floor. No assistance will be offered by City of Tulsa employees, the bidder has complete responsibility for all aspects of delivery.

The City of Tulsa will provide Systems Programming assistance in the configuration of the drives for use by the VSE/ESA and AIX Operating Systems.

Bidders are responsible for ensuring that the proposed equipment is on the latest supported microcode levels.

The IBM 3590 High Performance Tape Subsystem that the bidder is proposing must be certified by IBM for maintenance. The City will not accept any bids without this certification submitted with bid response.

1. Bidders are requested to propose a **used/refurbished** IBM 3590 High Performance Tape Subsystem to be configured identically to the current 3590 High Performance Tape Subsystem as follows:
 - A. Qty 1 IBM 3590 Magstar Tape Controller
 - B. Qty 1 IBM 3590 Tape Drive Frame – Color Black
 - C. Qty 4 IBM 3590-B11 Tape Drives each configured with the Random Automatic Cartridge Facility, Color Black.
 - 1). All Four 3590-B11s are to be installed in the IBM 3590 Tape Drive Frame.
 - 2). Three 3590s will be ESCON attached to the HDS Pilot 26 Mainframe and One 3590 will be attached via a 25 Meter SCSI cable.
 - 3). The City of Tulsa will continue to use only the 3590 High Performance Tape Cartridges, not the 3590 Extended High Performance Tape Cartridges.
 - D. The IBM 3590 Tape Subsystem is to be used/refurbished. The City of Tulsa would accept a new Tape Drive Frame if a used Frame were not available. All equipment to be certified by IBM for maintenance (proof to be submitted with bid response).
2. The bidder is responsible for providing **all cables** with the Exception of the ESCON fiber optic cables. The City of Tulsa will provide the ESCON fiber optic cables.



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3. The City of Tulsa will use its own electricians and acquire the necessary electrical connectors based on information provided by the bidder. The City of Tulsa will perform the electrical work associated with establishing the power connections in the data center.
4. ~~Bidders are to include in their proposal ONE Year of IBM Onsite 7 X 24 Hardware Maintenance Coverage for the proposed equipment.~~
5. Bidders are to identify all part numbers and feature codes in their proposed configuration. Bid responses that do not meet the specifications will not be considered. If the selected bidder installs the tape subsystem and it is determined that the proposed configuration does not meet the specifications the bidder will have 30 calendar days to correct the problem at no additional costs incurred by the City. At the end of this 30 day time period, if the configuration does not meet the specifications, the bidder will remove all equipment immediately at no cost to the City of Tulsa, and no payment of any kind will be made to the bidder.
6. Onsite review of the existing data center and IBM 3590 Tape Subsystem will be allowed, specific arrangements to be coordinated with the project buyer if so desired by prospective bidders.
7. Bidders are to provide sample contracts in their bid response. This request does not mean the contract document submitted will be accepted by the City.
8. The selected bidder must complete the installation of the IBM 3590 Tape Subsystem within 30 calendar days of the contract signature by the City of Tulsa.