

September 18, 2023

Invitation for Bid (IFB) TAC 1040A

Advanced Traffic Management System (ATMS) and Hardware

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Exhibit A (Page 21)** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS / CLARIFICATION / CHANGES:

QUESTIONS:

For items B1, B3, B5 and B7 please describe what is required for fully equipped. Also, is a controller included for these four items?

B.1	336 Traffic Signal Cabinet, fully equipped
B.3	336S Traffic Signal Cabinet, fully equipped
B.5	332 Traffic Signal Cabinet, fully equipped
B.7	332S Traffic Signal Cabinet, fully equipped

RESPONSES:

Everything for the cabinets is included in our specification (section #'s below reference our City of Tulsa Spec 610 which was referenced in the procurement spec) except as listed below:

- 332and 332S Cabinets:
 - Section 610-2.2A
 - 33X Service Panel Assembly, 33L Service Panel
 - Section 610-2.2M
 - Add 206PDA Assembly
 - Section 610-2.2 need to add
 - 33X / 332 Red Sense Monitor Assembly
 - Section 610-2.2.5
 - Add 2010 ECLip conflict monitor

The controllers will not be part of a fully populated cabinet since those are being sole-sourced and paid under a different line item.

ADDITIONS:

Here are the requested drawings. These are the ones provided to us by SafeTran that has our standard layout for the various cabinets, but we have modified them to show where the battery backup and some other equipment would fit into the cabinets. The S on the end of each cabinet type indicates that it is a stretch version, which provides more space in the cabinet. That is generally going to be our standard cabinet type, i.e., a 332S or 336S. However, in some special applications, we might need a non-stretch version, so we included those in the contract. For the 332S, we will not use a battery backup system in it. For a 336, we will not use battery backups or some other auxiliary equipment since the space is much more limited.

[STCAB2957-LY - 332 Rack EDITEDV2.pdf](#)

[STCAB2957-LY - 332S Rack EDITEDV2.pdf](#)

[STCAB3216-LY - 336 Rack EditedV2.pdf](#)

[STCAB3216-LY - 336S Rack EditedV2.pdf](#)

Invitation for Bid (IFB)

TAC 1040A

Supplies or Services Requested: Advanced Traffic Management System (ATMS) and Hardware

Department: Public Works

NIGP Commodity Code(s): 550-80, 550-90, 968-84

Solicitation Schedule

EVENT	DATE
IFB Issue Date	09/05/2023
Pre-Bid Conference Traffic Operations, 4015 N. Harvard, Tulsa OK	09/13/2023 at 10:00 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	09/18/2023 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	09/27/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Project Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with IFB TAC 1040A on the subject line.

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this procurement is to secure a source for an Advanced Traffic Management System and Hardware for the City of Tulsa's Traffic Operations Division of the Public Works Department.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your **Authorized Agent's** signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an **"Authorized Agent."** An **Authorized Agent** means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the **Authorized Agent** for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City of Tulsa's Traffic Operations Division (TOD) of the Public Works Department has standardized through a competitive bidding process in the Econolite Centracs system, including software, hardware, field equipment, and services. The purpose of this system is to provide an Intelligent Transportation System (ITS) capable of providing dynamic traffic signal timing and coordination for all of the City's traffic signals. The City of Tulsa has successfully implemented a "State of the Art" automated and fully integrated system that will remain standard for its service life.

The City of Tulsa is seeking Bids for supplying the Econolite Centracs ATMS as well as associated equipment, software, maintenance, and possible expansion of the system. The Invitation for Bid (IFB) has been broken into sections of like items, as follows:

- Section A – Controllers (Not Including Installation),
- Section B – Signal Cabinets (Not Including Installation),
- Section C – Vehicle Detection Systems (Not Including Installation),
- Section D – Battery Backup System (Not Including Installation),
- Section E – Software – Additional Modules for Centracs and License Expansion,
- Section F – Maintenance and Support Services, and
- Section G – Training Services,

All references herein to the "Traffic Engineer" mean the City of Tulsa Traffic Operations Manager, or designee.

Orders for materials will be placed in writing by the Traffic Engineer. No materials, equipment or other items listed in this Agreement shall be provided or shipped without a written request. An email shall be provided by Sellers to send requests to. Any quantities given are estimates. No guarantee of minimum or maximum quantities is made by the City of Tulsa under this Agreement.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Material Specifications

The Bid **must** meet or exceed the following Specifications.

1. Material Requirements per Section on Exhibit A Pricing & Delivery

All replacement parts and materials must meet manufacturer's requirements and must be equivalent or better than the part or material being replaced. All materials supplied shall be new and unused.

A. Controllers (Not Including Installation)

Traffic signal controllers shall be Econolite Cobalt controllers. No substitutions are allowable. The City of Tulsa has standardized these controllers through a previous competitive bidding process. Bidder shall provide options for the standard display screen and the video display screen to allow the City to purchase either type. Seller shall also provide rack-mounted and shelf-mounted pricing. The software on the controllers must be provided with the latest version, unless specifically requested otherwise by the City of Tulsa.

All firmware upgrades shall be provided to the City at no additional cost as long as the firmware license is still in good standing. Firmware shall be fully compatible with the Econolite Centracs central system. If there are any known compatibility problems with the controllers or the central system as of the release of this IFB, those must be indicated in the Bidder's Bid

B. Signal Cabinets (Not Including Installation)

Signal cabinets shall meet the City of Tulsa Standards and Specifications, Part 610. Costs for 336, 336S, 332, and 332S cabinets shall be provided as a part of this IFB.

C. Vehicle Detection Systems (Not Including Installation)

A variety of vehicle detection systems are utilized by the City, including loops, video detection systems, and radar systems, but the City is working to replace those over time as the City standardizes on a smaller number of systems to help manage the inventory required to be stockpiled for maintenance.

One of the standard detection systems includes the Econolite Vision and Rackvision detection systems. As such, those items are included in this Agreement as part of the traffic signal system, and no substitutions will be allowed for those specific line items.

However, it is the City's intent to standardize on more than one system per type of detection. Therefore, other systems that serve a similar function will be considered for the other line items in the section, and multiple Bids may be awarded for this section of the IFB to help with the standardization. All systems must be compatible with Econolite Centracs and must be approved by the City Traffic Engineer. If a system is not already on the Approved Products List (APL), then cut sheets must be provided for review and approval by the City Traffic Engineer. All video detection systems must meet the requirements of Part 620 for Video Detection Systems.

For this section only, to allow for maximum flexibility in standardizing on detection systems, Bidders do not have to bid on every line item in the section. Lines have been included for other radar and video detection systems. If acceptable alternatives to the Econolite Vision systems are not provided, then those line items may not be awarded in the final Agreement.

D. Battery Backup System (Not Including Installation)

Battery backup systems are typically planned to be Zinc Blue, or approved equal, due to their small form factor allowing the entire system to fit inside of existing signal cabinets without the need for an additional cabinet and volatile battery systems. Other solutions will be considered, but lead-acid, or other corrosive battery types that can potentially harm other components in the cabinets or that require them to be changed out periodically, will not be acceptable. Battery cabinets are also not acceptable. Battery backup systems must be able to fit inside of the standard 332S traffic signal cabinets using the City of Tulsa loadout for the cabinets. Reference City of Tulsa Standards and

Specifications, Parts 610 for Traffic Signal Controller Cabinet Assemblies and 623 for Battery Backup.

As such, the Zinc Blue system is included in this Agreement as part of the traffic signal system, and no substitutions will be allowed for that specific line item.

However, it is the City's intent to standardize on more than one type of battery backup system. Therefore, other systems that serve a similar function will be considered for the other line item in the section, and multiple Bids may be awarded for this section of the IFB to help with the standardization. All systems must be compatible with Econolite Centracs and must be approved by the City Traffic Engineer. If a system is not already on the Approved Products List (APL), then cut sheets must be provided for review and approval by the City Traffic Engineer.

For this section, to allow for maximum flexibility in standardizing on battery backup systems, Bidders do not have to bid on every line item in the section. Lines have been included for other battery backup systems. If acceptable alternatives to the Zinc Blue systems are not provided, then those line items may not be awarded in the final Agreement.

E. Software – Additional Modules for Centracs and License Expansion

The central system shall be the Econolite Centracs system. No substitutions are allowable. The City of Tulsa has standardized on this system through a previous competitive bidding process. Additional pricing for expansion modules within Centracs may be included as optional pricing in this IFB.

Installation and configuration for software or additional modules for Centracs purchased as a part of this IFB shall include services to help make them functional on COT servers or within the Centracs ATMS, in coordination with COT Information Technology Department and COT Traffic Operations Division staff. COT Traffic Operations staff shall handle installation of client software on workstations or laptops, if needed, and configuration of the central system to communicate with and control all project intersections.

Deliverables for software or new modules include a) installed software, b) user documentation, c) system architecture and setup documentation, and d) software executables on removable media, if applicable. The delivered software shall include all files and instructions for re-installation by City forces at a later date.

All pricing shall be listed as an inclusive price that includes all work necessary for installation of the software, including coordination with the City of Tulsa Information Technology Department and/or City of Tulsa Traffic Operations Division, along with any incidental items or services necessary to make the system or module operational on the existing City of Tulsa network.

The City's networking infrastructure is maintained and managed solely by City personnel. To that end, the following concepts should be observed:

- a) The City's network configurations and components are not generally accessible to Sellers. Sellers will not be allowed to monitor, configure, or add network components to the existing infrastructure without prior written permission.
- b) Wifi networks, even owned by the City, are treated as "foreign networks" and will be subject to firewall controls. Applications should be "Wi-Fi aware": capable of queuing both the server and client side of transactions, continuing operation in the event of a network interruption and recovering gracefully and automatically after the network is restored.
- c) Remote Seller support of application will leverage the City maintained VPN solution.

Modems are not permitted in the City network infrastructure.

If applicable for any services, expansion of the system, new modules within Centracs, or hardware offered that is not already currently in use by the City of Tulsa:

- a) The Bidder may propose additional network expansion or may instead choose to identify capacity requirements between devices to leverage existing infrastructure.
- b) The Bidders must specify bandwidth requirements between clients and servers, as well as between the various servers.
- c) The Bidder should include, but not be limited to, explanations of client-side software requirements, supported operating systems, device options, and bandwidth requirements.

For this section only, line items for expansion modules have been included to allow Bidders to provide costs for additional software within the Centracs ATMS system. Since the City of Tulsa already has several modules, Bidders do not have to bid on every line item in the section and may leave that blank. If there are more modules now available than there are line items, then those beyond the two lines provided may be added to the Bid.

F. Maintenance and Support Services Service

Software, hardware, and equipment maintenance and support pricing per year shall be provided. Services to upgrade to the latest version for any existing software or modules shall be included in the annual maintenance agreement pricing. Support and troubleshooting services shall be included for all of the software and hardware deployment, including those items to be installed by City staff, in the annual maintenance agreement pricing. Maintenance agreements should also include all necessary costs for at least one trainer to provide any regularly scheduled training, documentation, and/or update classes for at least thirty COT staff members on-site at the Traffic Operations Division, up to a maximum of one trip per year.

G. Training Services

Additional training beyond the one class per year included in the maintenance agreement shall be offered on an as needed basis.

On-site training shall include all necessary costs for at least one trainer to provide additional training classes and documentation on Centracs, Centracs modules, or any other equipment provided on this contract for at least thirty COT staff members on-site at the Traffic Operations Division, per full 8-hour day of training. Shorter classes may be calculated as a fraction of a day, as needed.

Web-based training shall include all necessary costs for at least one trainer to provide additional training classes and documentation on Centracs, Centracs modules, or any other equipment provided on this contract for at least thirty COT staff members via Teams, Zoom, or other web-based interactive platforms, per full 8-hour day of training. Shorter classes may be paid for through the contract as a fraction of a day, as needed.

2. Approved Products

All materials provided shall be supplied per the approved materials listed on the City of Tulsa Traffic Operations Approved Products List (APL) or as listed in the Part Numbers and Equivalent Product Information section of this Specification. Items may be added to the APL as directed in City of Tulsa Specifications, Part 627 for Pre-Qualification for Traffic Operations Materials. Any products, equipment, or materials that are not specifically listed on the APL or in this Specification shall require cut sheets to be submitted with the Bid. The Approved Products List may be found on the City of Tulsa website at the following link:

<https://www.cityoftulsa.org/government/departments/streets-and-stormwater/streets/traffic-operations-products-list/>

3. Materials Or Equipment Not Listed

For any parts that are not listed specifically in this Agreement, Bidders are asked to provide a discount on all traffic signal materials and supplies listed in their catalogs but not listed specifically in this Agreement to allow them to also be purchased using this Agreement. Bidders should indicate the percentage discount on the manufacturer's published price list in Section 3 of Exhibit A. This is not a required item to complete the Bid.

4. Tests And Acceptability Of Materials

Submittals for materials and parts shall be provided as set forth in this Agreement. Any substitutions or changes must be approved by the Traffic Engineer prior to acceptance of the products.

For the purchase of software or expansion modules to the ATMS, any installed software shall operate with no major problems for a period of ninety (90) days prior to final acceptance by the City of Tulsa. Failures or performance problems resulting from outside factors that are beyond the control or specifications of the installed system will not be used in making this determination of acceptance.

The successful Bidder shall update all software supplied to the most current available at the time of acceptance of the system. The successful Bidder shall supply all documentation and original packing to any third-party software or hardware, and all operational manuals available for the system. The successful Bidder shall supply all necessary licenses for software and hardware in the name of the City of Tulsa prior to acceptance of the project.

Hardware shall be new and unused in first-class condition, of current manufacture, and be of the type generally accepted for the proposed use. Hardware shall also be delivered undamaged and handled in an appropriate and manufacturer-approved manner. Payment shall not be made until an order is received in full, unless otherwise noted in the Purchase Order.

5. Upgrades and Substitutions

During the Agreement period (including renewals), if an item listed in the Bid is no longer available, then a substitution may be suggested by the Seller for approval by the Traffic Engineer, but specifications and cut sheets on the replacement product must be provided as a part of the Bid.

During the Agreement period (including renewals), if any of the materials named in the Agreement are replaced in the Seller's or Manufacturer's product line, then a newer product that is equal or better and serves the same functions may be substituted with City approval. The Seller must provide cut sheets on a replacement product within five (5) working days of receiving an order.

Said substitutions may also be included in any subsequent Agreement renewal documents without necessitating a re-bid process; provided, however, that this clause shall not be construed to allow inclusion of any equipment, model, product, or service that is not within the original scope or intent of the technical Specifications or Agreement. Any substitutions or changes must be approved by the Traffic Engineer prior to acceptance of the products or services.

6. Warranties

Materials shall come with either a one-year warranty or a standard manufacturer's warranty, whichever is longer. Standard and extended warranties of various components of the system or hardware must be identified in Your Bid.

7. Incidentals:

Bidders are expected to identify all required software components, hardware components (whether supplied by Bidder or City), services, and tasks required for a working, fully functional system, and clearly state whether said components are to be furnished by the Bidder or not. All other components of the system or incidentals required to make the system or field hardware usable and fully operational, that are not described in Your Bid with their designation of being included or not included as a part of the Bid, shall be provided at no additional expense by the Seller to the City of Tulsa.

In addition, Bidders shall provide costs for hardware items. These items are for the cost of the hardware and any wiring, mounting hardware, appurtenances, or other incidental items necessary to install the hardware and make it operational and do not include installation costs. Hardware costs shall be provided for signal controllers, detection equipment, signal cabinets, battery backups or any associated traffic signal equipment necessary to operate and maintain the Centrac's ATMS.

8. Delivery:

The price listed in the Bid shall be the delivered price, including freight to, packaging, shipping, packing, unpacking, and any surcharges. All items shall be delivered to the Traffic Operations Division at 4015 North Harvard Avenue, Tulsa Oklahoma 74115, unless specifically indicated on the bid. Submission of a Bid shall be conclusive evidence that the Bidder has investigated and is satisfied as to the conditions encountered in providing materials or equipment or in performing any included work.

9. Subcontractors:

If a subcontractor is to be used for any services, the name and contact information for the subcontractor must be supplied as a part of the Bid along with references for the subcontractor. Subcontractors must also meet all requirements of this Specification. All materials, equipment, construction, and installation must meet the applicable requirements of the City of Tulsa Standards and Specifications. Optional items may require additional tasks beyond those listed above and should be clearly detailed by the Bidder as a part of their Bid.

10. Brand Names:

Due to the technical nature of the ATMS and the significant investment made by the City of Tulsa into this system through a previous competitive sealed proposal (CSP) process, no other alternatives are acceptable for the central system or traffic signal controller portions of this project (Sections A,E,F and G). Only the Econolite Centrac's system with the Cobalt traffic signal controllers will be utilized for the life of this contract. In addition, no substitutions will be allowed for the Econolite Vision

and Rackvision systems. But other detection systems may be bid as detailed in Section III.1.C of this Specification.

The use of any other brand names or trade names in the Specification is meant solely as a reference as to the design, features, and quality of the item mentioned. It should not be construed to imply that any brand name would be given preference in the evaluation Bids, except as specifically noted above.

3. Standards:

Unless otherwise noted in this Specification, all material and labor provided shall meet the applicable requirements of the latest City of Tulsa Standards and Specifications, including but not limited to: COT Part 610 for Traffic Signal Controller Cabinet Assemblies, Part 611 for Electrical Conductors Traffic Signal; 612 for Cabinet Bases, Aprons, and Guards, Part 620 for Video Detection Systems, Part 623 for Battery Backup, and Part 627 for Pre-Qualification for Traffic Operations Materials. Where City specifications and standards are silent then Oklahoma Department of Transportation (ODOT) Standards and Specifications shall apply, except as noted in this Specification. If all standards are silent, then work shall be at the direction of the Traffic Engineer; provided, however, that this clause shall not be construed to allow inclusion of any equipment model, product, or service that is not with the original scope or intent of the Specifications or Agreement.

All parts of the system including but not limited to equipment, materials, and labor must comply with all federal, state, county, municipal and local laws. All items used must be new and unused in first-class condition, of current manufacture, and be of the type generally accepted for the proposed use.

SPECIFICATION ATTACHMENT CHECKLIST

In addition to the items required for the Bid as listed on the checklist at the end of the IFB, use the following checklist to ensure that you have provided all required attachments based on the Specifications. Bids submitted by the Bidder must include the following attachments, as required by the Specifications:

- _____ Provide delivery times for all line items in Part 1 Delivery of Exhibit A
- _____ Provide a cost for every line item in any given section (A-G) on Part 2 Pricing of Exhibit A, except for Section C and Section E – those may be partially bid.
- _____ Provide cut sheets for materials not listed as pre-approved on the City of Tulsa Approved Products List (APL)

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email Cheryl Quin at purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.

Attendance Requirement

- Attendance at the Pre-Bid Conference is required to submit a Bid.
 Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

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

IV. BID EVALUATION AND AWARD

1. **Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City’s needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder’s liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk’s office before the City’s close of business on the Bid Submission Date.

3. **Bid Award Recommendation and Appeal:** Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING

- Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

- Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

- Insurance:**

Yes: No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
	\$

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

- Bonding:**

Yes: No:

5. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:

Yes: No:

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

Yes: No: If yes, number of references required: **2**

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Supplies/Services Provided:	_____

EXHIBIT A – DELIVERY AND PRICING

Bidder’s Legal Name: _____
 (Must be Bidder’s company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of calendar days it will take for delivery of materials after an order is placed, for each section:

- Section A – Controllers (Not Including Installation): _____
- Section B – Signal Cabinets (Not Including Installation): _____
- Section C – Vehicle Detection Systems (Not Including Installation): _____
- Section D – Battery Backup System (Not Including Installation): _____
- Section E – Software – Modules and License Expansion: _____
- Section F – Maintenance and Support Services: _____
- Section G – Training Services: _____

Please note that for Your Bid to be complete, you must provide a cost for every line item in any given section, except for Section C for Vehicle Detection and Section E for Software - Modules and License Expansion. You must be able to deliver the Goods as specified in Your Bid. Failure to do so may result in City terminating Your Agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

Pricing:

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Section /Item #	Description	Est. Annual QTY	Unit	Unit Cost	Extended Cost
A	Controllers (Not Including Installation)				
A.1	Cobalt Rack-Mounted Controllers	10	EA		
A.2	Cobalt Shelf-Mounted Controllers	10	EA		
A.3	Upcharge for Touchscreen Display	10	EA		
B	Signal Cabinets (Not Including Installation)				
B.1	336 Traffic Signal Cabinet, fully equipped	5	EA		
B.2	336 Traffic Signal Cabinet, shell only	1	EA		
B.3	336S Traffic Signal Cabinet, fully equipped	1	EA		

B.4	336S Traffic Signal Cabinet, shell only	1	EA		
B.5	332 Traffic Signal Cabinet, fully equipped	1	EA		
B.6	332 Traffic Signal Cabinet, shell only	1	EA		
B.7	332S Traffic Signal Cabinet, fully equipped	15	EA		
B.8	332S Traffic Signal Cabinet, shell only	1	EA		
B.9	332/336 Traffic Signal Cabinet Riser	5	EA		
C	Vehicle Detection Systems (Not Including Installation)				
C.1	Vision Video Detection System, Standard 8-phase, 4 leg intersection	10	EA		
C.2	Vision Video Detection Camera	5	EA		
C.3	Vision Video Detection Card	1	EA		
C.4	Rackvision Video Detection System, Standard 8-phase, 4 leg intersection	10	EA		
C.5	Rackvision Video Detection Camera	5	EA		
C.6	Rackvision Video Detection Card	1	EA		
C.7	Other Video Detection System, Standard 8-phase, 4 leg intersection, specify system name _____	1	EA		
C.8	Other Video Detection Camera, specify system name _____	1	EA		
C.9	Other Video Detection Card, specify system name _____	1	EA		
C.10	Radar Detection System, Standard 8-phase, 4 leg intersection, Stop bar only, specify system name _____	1	EA		
C.11	Radar Detector for system in item C.10, stop bar only, specify system name _____	1	EA		

C.12	Radar Detection Card for system in item C.10, stop bar only, specify system name _____	1	EA		
C.13	Radar Detection System, Standard 8-phase, 4 leg intersection, long-range detection up to 600 feet in advance of the intersection, specify system name _____	1	EA		
C.14	Radar Detector for system in item C.13, long-range detection up to 600 feet in advance of the intersection, specify system name _____	1	EA		
C.15	Radar Detection Card for system in item C.13, long-range detection up to 600 feet in advance of the intersection, specify system name _____	1	EA		
D	Battery Backup System (Not Including Installation)				
D.1	Nickel-Zinc Battery System	5	EA		
D.2	Zinc Blue Battery Backup – Living Hinge Battery Only	5	EA		
D.3	Zinc Blue Battery Backup – NEMA Shelf Mount Battery Only	5	EA		
D.4	Other Battery Backup System, specify system name _____	1	EA		
E	Software – Additional Modules for Centrac and License Expansion				
E.1	Additional PTZ camera licenses, per ____ licenses	1	EA		
E.2	Additional DMS licenses, per ____ licenses	1	EA		
E.3	OPTIONAL: Other Licensing, please specify: _____	1	EA		
E.4	OPTIONAL: Expansion Module, please specify: _____	1	EA		
E.5	OPTIONAL: Expansion Module, please specify: _____	1	EA		

F	Maintenance and Support Services				
F.1	Maintenance and Support for all parts of the system – Per Year.	1	EA		
G	Training Services				
G.1	Additional training for software or hardware, per 8 hour class for up to 30 people, on-site at Traffic Operations Division	1	EA		
G.2	Additional training for software or hardware, per 8 hour class for up to 30 people, web-based	1	EA		
TOTAL COST NOT TO EXCEED: (All costs must be included or Your Bid will be disqualified)				\$ _____	

1. Discount on ATMS and Traffic Signal Materials

Please provide a percentage discount for products not specifically included on list.

Item	Description	Name of/Link to Mfg.'s Published Price List (Use Dealer Cost)	% Discount
1			_____ %
2			_____ %
3			_____ %
4			_____ %
5			_____ %
6			_____ %

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods:

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

PURCHASE AGREEMENT

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INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

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

WITNESSETH:

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

IFB/TAC# 1040A Advanced Traffic management System and Hardware

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

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

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulsa.org/purchasing

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

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4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
18. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

20. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:

To CITY:

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.
City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

23. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment

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of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
29. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
30. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 34.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 34.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

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- 34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
- 35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 36. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

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

Seller Company Name: _____

Sign Here ▶ _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

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

ATTEST:

By: _____

Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk’s Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder’s Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-4, 12-14	
Specifications	5-11	
Certificate(s) of Insurance (if applicable)	15	
References (if applicable)	16	
EXHIBIT A: Delivery and Pricing	17-22	
Affidavits Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent	23	
Purchase Agreement Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent	24-28	

PACKING LABEL

FROM: [Name]

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

City of Tulsa – City Clerk's Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 1040A

BID DESCRIPTION: Advanced Traffic Management System and Hardware

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.