



**Invitation For Bid TAC 1058B
Highway Lighting Materials & Repair
Services
Streets & Stormwater
Issued: January 16, 2020**

**City of Tulsa,
Oklahoma**
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02-12-2020

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 Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGE:

F36 Multi-tap Connector Is this to be an 8 pole terminal block, will an Ideal #89-208 work as this is what we use for all the services <https://idealind.com/shop/89-208.html>

This product is acceptable and meets our requirements.

A9 Pull Box Apron We are not sure what you're intentions are with pay item as there is a pay item for concrete and labor?

The pull box apron is a specified size and design for aprons per City of Tulsa Standards and Specifications for Pull Boxes. The information can be found on the City's website at: <https://www.cityoftulsa.org/media/1042/standspecs-division6.pdf> and <https://www.cityoftulsa.org/media/2766/601.pdf> . This pay item on the contract is for the materials. Labor would be charged separately.

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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC 1058B

DESCRIPTION: Highway Lighting Materials & Repair Services (Commodity Code(s): 285-76; 968-76)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, February 19, 2020, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- _____ Notice of Invitation for Bid
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet. Must be completed.
- _____ Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- _____ Form #3: Interest Affidavit. Original signature and notarization required.
- _____ Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- _____ Form #5: Affidavit of Claimant. Original signature and notarization required.
- _____ Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- _____ Instructions, Terms and Conditions for Bidders
- _____ Special Requirements (Offer Period; Insurance and Bonding; References)
- _____ Technical Specifications
- _____ Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Ashleigh McCarn

amccarn@cityoftulsa.org

City of Tulsa

175 E. 2nd Street, 15TH Floor

Tulsa, OK 74103

Include **TAC 1058B** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC 1058B** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

No pre-Bid conference will be held for this IFB.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.
___Electronic USB Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

Bid Opening

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



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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

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

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____



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

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 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 a DBA) (the "Seller").

WITNESSETH:

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

TAC# 1058B Highway Lighting Materials and Repair Services

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

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

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date, City in its sole discretion may offer Seller an opportunity to renew this Agreement for 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. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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

7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller:

To CITY:

City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Ashleigh McCarn, Senior Buyer
City of Tulsa
175 E. 2nd Street, 15TH Floor
Tulsa, OK 74103



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18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding, payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

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: _____

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

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

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

ATTEST:

By: _____
Mayor

Date: _____

City Clerk

APPROVED:

Assistant City Attorney

FORM #3



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INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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**FORM #4
NON-COLLUSION AFFIDAVIT**

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

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____
Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

The Affidavit must be signed by an authorized agent and notarized



**CITY OF
Tulsa**
A New Kind of Energy.

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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name:

Title:

Date:



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **"Acceptance"** with respect to a Bid shall mean the City's selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **"Acceptance"** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **"Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **"Authorized Agent"** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **"Bid"** means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **"Bidder"** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **"Bid Packet"** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **"Bid Submission Date"** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **"City"** shall mean the City of Tulsa, Oklahoma.
 - J. **"Days"** shall mean calendar days unless specified otherwise.
 - K. **"Primary Seller"** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **"Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **"Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **"Secondary Seller"** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



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O. **"Seller"** shall mean the Bidder whose Bid City selected and awarded a contract.

P. **"You" or "Your"** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.

Q. **"Website"** shall mean the City of Tulsa's website for the Purchasing Division: www.cityoftulsapurchasing.org.

3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.

8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



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10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B. Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.



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14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.
15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to 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 Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

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

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

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

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

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

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

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

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

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

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

5. Bonding.

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

Yes: No: X

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



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Yes:____ No: X

6. **References.** If the box is checked "Yes," References are **required(3)**:

Yes: X No: ____

7. **Purchase Card:** Is the City of Tulsa Purchasing Card acceptable (This is a Visa):

Yes:____ No:____

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

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

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

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

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TECHNICAL SPECIFICATIONS

SCOPE:

This bid shall consist of furnishing materials and services by the Seller for the repair of highway lighting within the City of Tulsa.

At the sole discretion of the City of Tulsa, the bid may be awarded to multiple Sellers. Bidders must provide a bid for all items in Section 1 of Exhibit A. Any bids that do not provide a cost for an item shall be considered non-responsive.

Any quantities given are estimates only. No guarantee of minimum or maximum amount of work is made by the City of Tulsa under this Agreement.

During the contract period (including renewals), if an item listed in the bid is no longer available, then a substitution may be suggested by the Seller. If any of the equipment named in the contract is 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. For any substitutions, the Seller must provide cut sheets on a replacement product within five (5) work days of receiving a work order for approval by the Traffic Engineer. Said substitutions may also be included in any subsequent contract 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 with the original scope or intent of the technical specifications or contract. Any substitutions or changes must be approved by the Traffic Engineer prior to acceptance of the products or services.

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

The work will begin upon written authorization by the Traffic Engineer.

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 621 for Highway, Street and Pedestrian Lighting, Part 601 for Pull Boxes, Part 602 for Electrical Conduit and Part 611 for Electrical Conductors; or most current version. 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 technical specifications or contract.

All services performed under this Agreement shall be in accordance with applicable Federal, State and Local law and environmental regulations.



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MATERIAL SPECIFICATIONS:

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.

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 or materials that are not specifically listed on the APL or in this specification shall require cut sheets to be submitted with the bid package. 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/>

Warranty

Materials shall come with either a one year warranty or a standard manufacturer's warranty, whichever is longer.

LED products shall come with a minimum 5-year warranty covering maintained integrity and functionality of the following:

- Luminaire housing, wiring, and connections.
- LED Light source(s) – Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.
- LED Driver(s).

A longer warranty period is preferred. The warranty period shall begin upon acceptance of the work and materials by the City of Tulsa.

Warehousing

Sellers must warehouse all materials provided under this contract. The City of Tulsa shall not warehouse items for the Seller. Materials must be stored in a manner that does not void any manufacturer warranties. Materials shall not be warehoused for any longer than necessary, to maximize the warranty while installed. However, at the end of the contract, the City of Tulsa will pay for unused warehoused items, up to a maximum of \$10,000 total for all items. Warehoused materials paid for at the end of the contract shall be delivered to the City of Tulsa Traffic Operations Division at no additional charge to the City.

A. Conduit and Underground Infrastructure

Pull box lids shall be secured to the pull box with bolts that have a specialized head. Hardware for installation and removal of the secure bolts shall be specialized and not be readily available on the open market.

Liquid tight metallic conduits shall not be stainless steel or aluminum.

All boxes, including junction boxes, shall be stainless steel and shall be lockable. Welding a lock and hasp to



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them is acceptable.

B. Wiring Materials

For wiring inside of the poles, wiring shall be #12 Solid Copper THWN Black, #12 Solid Copper THWN White, and #12 Copper THWN Solid Green.

For wiring between poles, wiring shall be #4 Aluminum XHHW Black and #4 Aluminum XHHW White. Ground wires shall be either #4 Aluminum Stranded XHHW Green, #4 Aluminum Stranded Bare, or #6 Aluminum Stranded Bare. Other configurations of wiring may be used only at the discretion of the Traffic Engineer.

Butt splices shall be rated for #4 aluminum wire with anti-oxide anti-corrosive already included.

C. Poles

Wooden poles shall be used for services and shall be 40 feet in height and used only as approved by the Traffic Engineer.

Any new high mast tower lowering devices installed shall be top-latching.

HM Tower Cord shall be a 10/3 SOJ cord.

Pole aprons shall be a minimum of 4 inches thick and extend a minimum of 2 feet past the edges of the footing. Concrete aprons shall be reinforced with 4 X 4 welded wire fabric located at the mid-height of apron. Concrete shall be ODOT Class A concrete.

Wallpacks shall come with plastic vandal guards.

D. Transformer Base and Anti-Theft Parts

Bases shall be TB1-17 or TB3-17. Other types/sizes are anticipated to be removed and replaced, if possible. Others may only be left by approval of the Traffic Engineer.

All handhold covers and lighting pole transformer base doors shall be the Pelco Copper Safe system, or approved equal, and shall come with all associated hardware, locking kits, and security keys needed for installation and proper use of the system, sized to fit the pole where it is to be installed.

Anti-theft cabling devices shall be the Pelco Copper Safe Cable Retainer system, or approved equal, and shall come with all associated hardware needed for installation and proper use of the system.

E. Lighting Controller Parts

Disconnect switches shall be as follows: 60 Amp, 600 Volt, 3-Pole, NEMA 3R.

Hand off auto switch shall come with a placard stating, 'Hand Off Auto.'

The lighting controller NEMA Type 3R enclosures shall be 24" X 24" X 10" in size. The Back Panel shall be 21" X 21" in size.

Handy box shall come with face plate for an HOA 30mm.



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Padlocks shall be secured with a specialized key to better secure the lighting controllers. Please contact the Purchasing Division for specific details on the size and type of padlock typically used and for approval of any other equivalent systems.

Round locks shall be hidden shackle padlocks, all keyed alike.

All hardware shall be stainless steel and shall have anti-seize on the threads when installed.

F. Electrical Service Parts

Channel Strut shall be as follows: Galvanized, half-slot, 1-5/8" X 10' sections, 7/8" X 10' sections, or double strut, 1-5/8" X 10' sections, as specified.

Grounding clamps shall be acorn style. Ground rods shall be copper clad with the following dimensions: 8 feet long and 5/8-inch diameter.

All hardware shall be stainless steel and shall have anti-seize on the threads when installed.

Do not use gel packs. Use direct burial unitap connectors with 4 ports or 6 ports in pole bases and pull boxes.

Lightning arrestors shall be used at the services only. All circuits shall be properly grounded to proof against lightning strikes.

G. Fuses

All fuse holders shall be the set-screw type only. No crimp style fuses shall be allowed.

H. Fixtures

Light Emitting Diode (LED) fixtures will be used to retrofit where possible. HPS will be used only as approved by the Traffic Engineer. Retrofit LED fixtures must come with a manufacturer's certification that they are a direct replacement for HPS fixtures and shall be provided as a part of the bid package.

For LED lights the City reserves the right to give a conditional approval so that a bidder may bid it based on a review and approval by the City of documentation on the factory tests. If this information is not adequate, prior to award of bid, the City may also request luminaire samples identical to product configurations submitted for inspection. The City may request IES LM-79 testing of luminaire samples to verify performance is within manufacturer-reported tolerances at Sellers cost. Sellers must electrically test fully assembled luminaires before shipment from factory and provide documentation to the City prior to acceptance of the product. After installation the City may perform IES LM-50 (field measurements) to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.

LED Requirements

LED replacement fixtures shall replace the entire fixture. Retrofit kits shall not be accepted.

All specified equipment shall be purchased new directly from an authorized distributor/reseller or manufacturer of luminaires product. All referenced national standards, including but not limited to IES, ANSI, ASTM, IESNA, FTC, and NEMA are to be the most current versions and shall be superseded by



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updated versions as they become available.

LED luminaires shall meet the following requirements:

1. Luminaires shall include a housing, ballast, reflector, refractor and lamp of the type and lumen rating as indicated on the materials request.
2. Luminaire shall meet foot candle and uniformity values as outlined in ANSI/IESNA RP-8-14 , American National Standard Practice for Roadway Lighting, or the most current version.
3. Where LED fixtures are to be installed on existing poles luminaires shall meet the design parameters as close as possible utilizing the existing spacing.
4. LED luminaires shall have a minimum luminaire efficacy of 100 lumens per watt.
5. Luminaire shall be rated for operation in -40 degree Celsius to 50 degree Celsius ambient temperature.
6. Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the environment (e.g., electromagnetic, thermal, mechanical, chemical).
7. Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
8. Electrical components shall come with disconnect connectors for ease of installation and maintenance.
9. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
10. Luminaire shall accept the voltage or voltage range specified at 50/60 Hz, and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
11. All internal components shall be assembled and pre-wired using modular electrical connections.
12. The following shall be in accordance with corresponding sections of ANSI C136.37.
 - Terminal blocks for incoming AC lines (electrical mains wires)
 - Photocontrol receptacle (when applicable)
 - Latching and hinging
 - Mounting provisions
 - Ingress protection
13. Luminaire shall have an external label per ANSI C136.15 and an internal label per ANSI C136.22.
14. Fixture must have an IESNA luminaire classification not to exceed TM-15: B2 U2 G3.

LED Housings shall meet the following requirements:

1. The housing shall be primarily made of metal and shall be rust resistant and powder coated.
2. Driver shall be mounted internally and field replaceable.
3. All screws shall be stainless steel.
4. All components that require regular maintenance will require captive screws.
5. Painted or furnished luminaire surfaces shall achieve a scribe creepage rating of eight per ASTM D1654 after 5000 hours exposure to salt fog chamber per ASTM B117.
6. Meets minimum vibration withstand and capability as outlined in ANSI C136.31, 3G rated.

Optical requirements for LEDs shall be as follows:

1. The lens shall be clear, tempered, shock resistant glass. The optical system shall be sealed to protect against water and dirt with an IP66 Enclosure rating. The optic life should last as long as or longer than the existing fixture components.
2. Optic Assembly shall be rotatable to provide alignment of asymmetric distributions to the roadway.



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Color attributes and color shift for LEDs shall be as follows:

1. Color Rendering Index (CRI) shall be no less than 70.
2. Nominal Correlated Color Temperature (CCT) shall be 4100 K +/- 300K.

LED drivers shall meet the following requirements:

1. The minimum power factor of the power supply shall be .90 or greater at full input power and across specified voltage range.
2. Electronic driver has an expected life of 100,000 hours at 25 degree Celsius, L83.
3. LED light engines are rated >100,000 hours at 25 degree Celsius ambient temperature.
4. Driver meets maximum harmonics distortion (THD) of 20% and is RoHS compliant.
5. Provide a three stage terminal block for ease of installation.

Photocontrol receptacles and control interfaces for LEDs shall be as follows:

1. Photocontrol provided must be specifically designed for use with LED fixtures.
2. Luminaire designation(s) indicated "ANSI C136.41, 7-pin" shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, its 0-10V or DALI control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier.
3. Provide a long life solid state locking-style photocontrol with a minimum 20-year rated life.

Interference and power quality for LEDs shall be as follows:

1. Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class A digital devices.
2. Luminaire shall comply with section 5.2.5 (luminaires rated for outdoor use) interference criteria of ANSI C82.77 at full input power and across specified voltage range.

Thermal management for LEDs shall be as follows:

1. Luminaire shall start and operate in ambient temperature range specified.
2. Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.
3. The thermal management system shall facilitate hose-down cleaning and be resistant to debris buildup.
4. No liquids or moving parts shall be accepted.

Electrical safety and immunity requirements for LEDs shall be as follows:

1. Luminaire shall be listed for wet locations.
2. A surge device shall be included and shall be designed to meet ANSI/IEEE C62.41, Category C, with a high exposure level.
3. Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration and electrical immunity, using the combination wave test level - Basic (6kV / 3kA).
4. Manufacturer shall indicate in the certification whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.



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I. Footings

Anchors and pole footings for standard (up to 40-foot tall) highway lighting poles shall meet the requirements of the latest ODOT Traffic Engineering Standards & Specifications for Highway Lighting.

PART NUMBERS AND EQUIVALENT PRODUCT INFORMATION

For the items listed below, products shall be as listed or approved equal, so that they are compatible parts with existing systems. If you provide the parts listed below, no submittals will be required. To have an approved equal considered, please submit cut sheets and specifications on the products along with your bid for approval by the Traffic Engineer.

Section B - Wire Part Numbers:

- B.9 - Butt Splices – Crimp Style Connector –#4 CU/AL, #454CA1, Burndy 454CA1

Section C - Poles:

- C.9 – High Mast Tower Breaker, 20 Amp – Schneider HDL26020 – molded case breaker, 600V – 20 Amp
- C.9 – High Mast Tower Breaker, 25 Amp – Schneider HDL26025 – molded case breaker, 600V – 25 Amp
- C.9 – High Mast Tower Breaker, 30 Amp – Schneider HDL26030 – molded case breaker, 600V – 30 Amp

Section D -Transformer Base Part Numbers:

- D.1 - Breakaway Transformer Base – Pelco TB1-17 Aluminum, PB-5520 in both gray (P40) and black
- D.2 - Breakaway Transformer Base – Pelco TB3-17 Aluminum, PB-5520 in both gray (P40) and black
- D.4 - Bonding Connection – Bussman Terminal Lug LUG1-2, 2-Pole #6-300MCM CU/AL,
- D.5 - Wire Connectors – Split-Bolts #10/250MCM CU/AL

Section D - Anti-Theft:

- D.6 – D.13 - Doors, Handhold Covers, and Cabling Retainer System for Breakaway Transformer Bases: Pelco Copper Safe System
- D.14 - Anti-Theft System Security Key – Pelco, AP-5121-PNC

Section E and Section F - Lighting Controller and Electrical Service Part Numbers:

- E.1 - Shorting Cap – Intermatic K4500
- E. 2 - Photocells – Intermatic LC4521C
- E.3 - Photocell Base – Intermatic K122
- E.4 - Hand-off Auto Switch (HOA) – Schneider 9001-K549 with placard 9001KN360 stating hand off auto
- E.5 - Industrial Controller Transformer – Square D 9070T50D1
- E.6 - Lighting Controller Contactor – Cutler Hammer Definite Purpose Contactor 60 Amp FL 60 3-Pole C25FNF360A



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- E.7 - Lighting Controller Fuse Holder – Bussman H60030-2PR
- E.8 - Lighting Controller Fuses – FRS-R-50 & 60 Amp 600 Volt Fuses
- E.9 - NEMA Type 3R Enclosure – Hoffman A18R186NK
- E.10 - Lighting Controller NEMA Type 3R, Back Panel – NP2424 (21" X 21")
- E.12 - Fused Disconnect Switches – GE K608TH3362R
- E.13 - Non-Fused Disconnect Switches – GE K611THN3362R
- E.14 - Lighting Controller Fused Disconnect – GE 600 Volt 60 Amp 3-Pole 3-Wire TH3362R K608
- E.15 - Lighting Controller Non-Fused Disconnect – GE 600 Volt 60 Amp 3-Pole 3-Wire TH3362R K611
- F.9 - Electrical Service Fuse, 60 Amp, 600 Volt – TRS60R
- F.42 - Direct Burial Unitap Connector, 4-port – Burndy BIBS3504DB
- F.43 - Direct Burial Unitap Connector, 6-port – Burndy BIBS3506DB
- F.47 - HQ5 Meter Can, 600A – 5THDBYPS-S2, #1170360 Brad Milbank
- F.48 - Buck Transformer for 480V to 120V for Obstruction Light for Towers – GE 9T51B0003

Section E - Padlocks:

- E.18 - Round Hidden Shackle Locks: KA10G501

Section G - Fuse Part Numbers:

- G.1 – G.5 - 5A, 10A, 15A, 20A, & 30A In-line Fuses – Mersen or Bussman KTK Fuses
- G.1 - 5A fuse – ATMR5
- G.2 - 10A Fuse – ATMR10
- G.3 - 15A Fuse – ATMR15
- G.4 - 20A Fuse – ATMR20
- G.5 - 30A Fuse – ATMR30
- G.6 - In-line Fuse Holder – Bussman Set-Screw Only BUSS HEB – JJB or Mersen FEB-81-81-T230546 (set screw type only – no crimp on)
- G.7 - Rubber Boots for In-line Fuse Holder – Bussman 2A0660
- G.8 - Y-Connectors – Bussman BUSS HEB – JW – RYC set screw type or Mersen FEB-81-91 X230549 Fuse holders (set screw type only – no crimp on)

Section H - Fixture and Lamp Part Numbers:

- H.1 - Mongoose 250W Fixture – Holophane G250HP48LSCHGP
- H.2 - Mongoose 400W Fixture – Holophane G400HP48LNCHBP
- H.3 - Cobra Head 200W Fixture – Holophane 31520SCAR3DG
- H.4 - Cobra Head 400W Fixture – Holophane 31540SCAR3DG
- H.5 – H.6 - Cobra Head LED Replacement Fixture - Holophane Autobahn LED Series
- H.7 – H.8 - Mongoose LED Replacement Fixture – Holophane Mongoose Medium LED series
- H.9 - High Mast LED Replacement Fixture - 12-Led Fixture, Holophane HMLED2 12 5K AH H M PCL4 P7
- H.10 - Underpass Luminaire LED Replacement – Holophane Wallpack LED series, W4
- H.12 - 1000W Metal Halide Lamp – Phillips Clear 41522-4
- H.13 - 400W High Pressure Sodium Lamp – Phillips Clear C400S51/ALTO
- H.14 - 200W High Pressure Sodium Lamp – Phillips Clear C200S66/ALTO
- H.15 - 250W High Pressure Sodium Lamp – Sylvania Clear LU250/ECO
- H.17 - 1000W Ballast Tower Kit – Holophane RBKC10HP48A



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- H.19 - 7-Pin Receptacle – Holophane P7
- H.20 - Holophane Replacement Legend Drivers, 108 LEDs – LEDG108708KAH 702-00178-001
- H.21 - Holophane Replacement Legend Drivers, 120 LEDs – LEDG120355KAH BL-1177
- H.22 - Holophane Replacement Legend Drivers, 72 LEDs – LEDG072355KAH BL-1177

For LED luminaires not listed above, submit five copies of a complete materials schedule and proposed equipment including catalog cuts, diagrams, drawings and the following:

1. LM-79 luminaire photometric report(s) shall be produced by the test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure.
2. Complete luminaire catalog number.
3. Goniophotometry - Backlight-Uplift-Glare (BUG) ratings shall be for initial (worse-case) values, i.e., Light Loss Factor (LLF) – 1.0.
4. Lumen Depreciation in accordance with the most current version of IES LM-80 and IES TM-21.
5. Computer generated point by point photometric analysis of maintained light levels per ANSI/IES RP-8. Calculations shall be for maintained values, i.e. Light Loss Factor (LLS) < 1.0, where $LLF = LLD \times LDD \times LATF$ and Lamp Lumen Depreciation (LLD) based on the TM-21 data and 50,000 hours of operation, with the following requirements:
 - a. Luminaire Dirt Depreciation (LDD) = .90,
 - b. Luminaire Ambient Temperature Factor (LATF) = 0.96, and
 - c. Listing and labeling by applicable testing bodies as determined by the US Occupational Safety and Health Administration (OSHA) as a Nationally Recognized Testing Laboratory (NRTL) which includes: CSA (Canadian Standards Association), ETL (Edison testing Laboratory), and UL (Underwriters Laboratory).
6. Documentation supporting any U.S origin claims for the product, in accordance with FTC guidance.
7. Summary of reliability testing performed for LED driver(s).
8. Safety certification and file number indicating compliance with UL 1598.
9. Written product warranty.

PARTS NOT LISTED

For any parts that are not listed specifically in this Agreement, bidders are asked to provide a discount on all electrical and highway lighting materials and supplies used as a part of this work. Bidders should indicate the percentage discount on the manufacturer's published price list in Section 2 of Exhibit A. This is not a required item to complete the bid.

LABOR AND EQUIPMENT SPECIFICATIONS:

Diagnostic and repair work shall be paid by the hour (in one-minute increments) and shall include any equipment and labor required to repair the equipment to a fully operational state. Materials shall meet the requirements of this specification and shall be paid per the unit prices given in this Agreement.

All repair work shall be warrantied for a minimum period of one year upon completion and acceptance of the materials and labor. Repair and installation services shall include, but are not limited to, the following types of work:

- A. Proofing conduits



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- B. Pulling cable
- C. Trenching and installing new conduit
- D. Removal of damaged or knocked down lighting poles or bases
- E. Installing new or repaired light pole bases on existing or new footings
- F. Resetting new or existing poles on new or existing light pole bases or footings
- G. Installation of new lamps or fixtures
- H. All labor associated with building and installing a highway lighting controller
- I. All labor associated with building and installing a highway lighting electrical service
- J. All labor associated with installation of new light pole footings (including, but not limited to, drilling, digging, form and concrete work, and setting of anchor bolts)
- K. Other labor as necessary for the repair and/or replacement of parts of the highway lighting system as required by the Traffic Engineer

Seller and Subcontractors shall meet the requirements of the City of Tulsa Specifications, Part 628, 'Signal and Lighting Project Contractor Experience Requirements'. The Seller selected as the Successful Bidder for this Agreement must perform at least eighty (80) percent of the work for installation services included in the contract.

All work shall be performed according to the requirements of the City of Tulsa Specifications, Part 626, Traffic Signal Construction and Operation. Pole Foundations shall be constructed according to the applicable requirements of ODOT Standard Specifications for Drilled Shaft Foundations.

All inspection services for work done under this Agreement shall be provided by the City of Tulsa. The Traffic Engineer shall have the authority to stop any and all work if the Seller's or Subcontractor's operations are causing an unsafe condition or severely impacting adjacent businesses.

Only short-term stationary, short duration or mobile work zone traffic control, as defined in Section 6G.02 of the MUTCD, are anticipated as a part of this Agreement. All materials and labor necessary for these three types of work zone traffic control shall be considered incidental to the work performed; labor for the time needed to setup and take down work zone traffic control shall be paid hourly as detailed in this specification. The Seller or Subcontractor shall erect and maintain work zone traffic control in accordance with the latest MUTCD edition at Sellers cost. It is the Seller's responsibility to alert the Traffic Engineer if they feel additional work zone traffic control should be provided beyond what is specified above. However, if more extensive work zone traffic control, involving lane closures, crash attenuators, or other items above and beyond what is included in standard short-term stationary, short duration or mobile work zone traffic control, are required to safely perform the work, then the City of Tulsa will provide those at the sole discretion of the Traffic Engineer. The costs for provision of adequate lights on construction vehicles plus any minor signage, cones, or other work zone equipment or materials are considered incidental to the labor performed.

Repair and installation services shall include proofing of conduits to determine if wire can be pulled through them. Labor shall also be paid hourly for this service as detailed in this specification. Proofing shall be performed in such a manner as to not damage the conduit or the wire inside of the conduit.

On receiving a Work Request, the Seller or their Subcontractor shall commence work or provide proof that materials have been ordered no later than on the 10th working day from receiving the request unless otherwise specified in the Work Request. The Seller shall also provide an estimated completion date for all work included in the Work Request. If additional time is needed prior to commencing the work, the Seller must request additional time in writing to Traffic Operations and it must be approved by the Traffic Engineer or designee in writing.



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Once work begins, the Seller or their Subcontractor shall work consecutive working days until the work is completed. If the Seller or Subcontractor cannot complete the work within the specified time limits in the Work Request, an extension may be allowed at the discretion of the Traffic Engineer; otherwise, payment for all work and materials shall be withheld until the work is completed.

All work shall be performed between the hours of 8:30 am and 4:30 pm, Monday through Friday, unless otherwise authorized by the Traffic Engineer. Any work outside of these hours, including overnight work, may be allowed at the discretion of the Traffic Engineer but no additional compensation shall be made for such work. If it is allowed, then prior arrangements must be made at least 72 hours in advance of commencement of the work so that City personnel may be present for inspection if necessary. Additional restrictions on working hours may be required to avoid problems during rush hour traffic as detailed in the Work Request.

Electrical permits will be required per COT Specification 626, Section 626.5 on Permitting and Inspection. All work will be inspected by the City of Tulsa prior to payment. The price for electrical permits shall be included in the labor rates for a Journeyman Electrician. A journeyman electrician must be on site to oversee any work requiring electrical permits.

Cranes shall be used on an as needed basis and only as approved by the Traffic Engineer. Cranes shall be capable of reaching the top of 40-foot high highway lighting poles, even if a crane with an extension height longer than 40 feet is required. Cranes used for high mast lighting poles shall be capable of reaching the top of 150-foot high mast towers, even if a crane with an extension height longer than 150 feet is required. The crane fee shall be charged at an hourly rate. The hourly crane fee shall include any additional fees or costs for a certified and licensed crane operator and transportation of the crane to the job site. The hourly rate will begin at the time that the crane arrives on the job site and shall end when the crane leaves the job site. If a crane is brought to a job site and is not capable of reaching the top of the pole or cannot be used for the project within two hours from the time of arrival due to lack of preparation by the Seller, the City shall not be charged any hourly fees for the crane while it is not operational. If the crane is going to sit unused on the job site for more than one day, then no charges may be made to the City while it sits idle, unless otherwise approved by the Traffic Engineer. A copy of the rental agreement between the Seller and the rental agency shall be provided to the City within five (5) work days upon request.

REPORTING

Seller Awarded the bid will provide Monthly, Quarterly, and Annual Reports on all equipment, services, and products sold to the City of Tulsa. Reports should be made available within fifteen (15) calendar days following the request made by the City of Tulsa.

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SPECIFICATION ATTACHMENT CHECKLIST

In addition to the items required for the bid as listed on the checklist at the beginning of the bid package, use the following checklist to ensure you have provided all required attachments based on the specifications. Bids submitted by the Seller must include the following attachments, as required by the specifications:

- _____ Provide a bid for all line items in Section 1 of Exhibit A
- _____ Provide cut sheets for materials not listed as pre-approved in the Part Numbers and Equivalent Product Information Section or on the City of Tulsa Approved Products List (APL)
- _____ Retrofit LED fixtures manufacturer's certification, detailing all requirements of Section H on Fixtures of the Materials Specifications section of this specification

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**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your 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.

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

SECTION 1

Item	Description	Estimate Annual QTY	Unit	Unit Cost	Extended Cost
A	Conduit and Underground Infrastructure				
A.1	Pull Box, COT Type I	10	EA		
A.2	Pull Box, COT Type II	10	EA		
A.3	Pull Box, COT Type III	10	EA		
A.4	Pull Box, COT Type I, Locking Lid	10	EA		
A.5	Pull Box, COT Type II, Locking Lid	10	EA		
A.6	Pull Box, COT Type III, Locking Lid	10	EA		
A.7	Pull Box, Security Bolts	10	EA		
A.8	Pull Box, Security Installation Hardware or Key	10	EA		
A.9	Pull Box Apron	10	EA		
A.10	1" PVC Schedule 40 Plastic Conduit	1000	LF		
A.11	1" PVC Schedule 40 Plastic Conduit – 45 degree elbows	10	EA		
A.12	1" PVC Schedule 40 Plastic Conduit – 90 degree elbows	10	EA		
A.13	1" PVC Schedule 40 Plastic Conduit – Male connectors	10	EA		
A.14	1" PVC Schedule 40 Plastic Conduit – Female connectors	10	EA		



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A.15	2" PVC Schedule 40 Plastic Conduit	5000	LF		
A.16	2" PVC Schedule 40 Plastic Conduit – 45 degree elbows	10	EA		
A.17	2" PVC Schedule 40 Plastic Conduit – 90 degree elbows	20	EA		
A.18	2" PVC Schedule 40 Plastic Conduit – Male connectors	20	EA		
A.19	2" PVC Schedule 40 Plastic Conduit – Female connectors	10	EA		
A.20	3" PVC Schedule 40 Plastic Conduit	1000	LF		
A.21	3" PVC Schedule 40 Plastic Conduit – 45 degree elbows	10	EA		
A.22	3" PVC Schedule 40 Plastic Conduit – 90 degree elbows	10	EA		
A.23	3" PVC Schedule 40 Plastic Conduit – Male connectors	10	EA		
A.24	3" PVC Schedule 40 Plastic Conduit – Female connectors	10	EA		
A.25	1/2" Rigid Galvanized Steel Electrical Conduit	100	LF		
A.26	1/2" Rigid Galvanized Steel Electrical Conduit – Bushing	10	EA		
A.27	1" Rigid Galvanized Steel Electrical Conduit	100	LF		
A.28	1" Rigid Galvanized Steel Electrical Conduit – 45 degree elbows	10	EA		
A.29	1" Rigid Galvanized Steel Electrical Conduit – 90 degree elbows	10	EA		
A.30	1" Rigid Galvanized Steel Electrical Conduit – C Conduit bodies	10	EA		
A.31	1" Rigid Galvanized Steel Electrical Conduit – LB Conduit bodies	10	EA		
A.32	1" Rigid Galvanized Steel Electrical Conduit – LR Conduit bodies	10	EA		
A.33	1" Rigid Galvanized Steel Electrical Conduit – LL Conduit bodies	10	EA		
A.34	1" Rigid Galvanized Steel Electrical Conduit – One Hole Straps	10	EA		
A.35	1" Rigid Galvanized Steel Electrical Conduit – One-hole Malleable Straps	10	EA		
A.36	1" Rigid Galvanized Steel Electrical Conduit – Two Hole Rigid Conduit Strap	10	EA		



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A.37	1" Rigid Galvanized Steel Electrical Conduit – Expansion Joint with 4" movement	10	EA		
A.38	Steel Lock Ring for 1" conduit	10	EA		
A.39	Zinc Set Screw Grounding (Bonding) Bushing for 1" conduit	10	EA		
A.40	1-1/4" Rigid Galvanized Steel Electrical Conduit	200	LF		
A.41	1-1/4" Rigid Galvanized Steel Electrical Conduit – 45 degree elbows	30	EA		
A.42	1-1/4" Rigid Galvanized Steel Electrical Conduit – 90 degree elbows	30	EA		
A.43	1-1/4" Rigid Galvanized Steel Electrical Conduit – C Conduit bodies	10	EA		
A.44	1-1/4" Rigid Galvanized Steel Electrical Conduit – LB Conduit bodies	10	EA		
A.45	1-1/4" Rigid Galvanized Steel Electrical Conduit – LR Conduit bodies	10	EA		
A.46	1-1/4" Rigid Galvanized Steel Electrical Conduit – LL Conduit bodies	10	EA		
A.47	1-1/4" Rigid Galvanized Steel Electrical Conduit – One Hole Straps	200	EA		
A.48	1-1/4" Rigid Galvanized Steel Electrical Conduit – One-hole Malleable Straps	10	EA		
A.49	1-1/4" Rigid Galvanized Steel Electrical Conduit – Two Hole Rigid Conduit Strap	200	EA		
A.50	1-1/4" Rigid Galvanized Steel Electrical Conduit – Expansion Joint with 4" movement	10	EA		
A.51	Steel Lock Ring for 1-1/4" conduit	200	EA		
A.52	Zinc Set Screw Grounding (Bonding) Bushing for 1-1/4" conduit	10	EA		
A.53	2" Rigid Galvanized Steel Electrical Conduit	200	LF		
A.54	2" Rigid Galvanized Steel Electrical Conduit – 45 degree elbows	10	EA		
A.55	2" Rigid Galvanized Steel Electrical Conduit – 90 degree elbows	10	EA		
A.56	2"1 Rigid Galvanized Steel Electrical Conduit – C Conduit bodies	10	EA		
A.57	2" Rigid Galvanized Steel Electrical Conduit – LB Conduit bodies	10	EA		



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A.58	2" Rigid Galvanized Steel Electrical Conduit – LR Conduit bodies	10	EA		
A.59	2" Rigid Galvanized Steel Electrical Conduit – LL Conduit bodies	10	EA		
A.60	2" Rigid Galvanized Steel Electrical Conduit – One Hole Straps	20	EA		
A.61	2" Rigid Galvanized Steel Electrical Conduit – One-hole Malleable Straps	10	EA		
A.62	2" Rigid Galvanized Steel Electrical Conduit – Two Hole Rigid Conduit Strap	10	EA		
A.63	2" Rigid Galvanized Steel Electrical Conduit – Expansion Joint with 4" movement	10	EA		
A.64	Steel Lock Ring for 2" conduit	40	EA		
A.65	Zinc Set Screw Grounding (Bonding) Bushing for 2" conduit	40	EA		
A.66	2-1/2" Rigid Galvanized Steel Electrical Conduit	100	LF		
A.67	2-1/2" Rigid Galvanized Steel Electrical Conduit – 45 degree elbows	10	EA		
A.68	2-1/2" Rigid Galvanized Steel Electrical Conduit – 90 degree elbows	10	EA		
A.69	2-1/2" Rigid Galvanized Steel Electrical Conduit – C Conduit bodies	10	EA		
A.70	2-1/2" Rigid Galvanized Steel Electrical Conduit – LB Conduit bodies	10	EA		
A.71	2-1/2" Rigid Galvanized Steel Electrical Conduit – LR Conduit bodies	10	EA		
A.72	2-1/2" Rigid Galvanized Steel Electrical Conduit – LL Conduit bodies	10	EA		
A.73	2-1/2" Rigid Galvanized Steel Electrical Conduit – One Hole Straps	10	EA		
A.74	2-1/2" Rigid Galvanized Steel Electrical Conduit – One-hole Malleable Straps	10	EA		
A.75	2-1/2" Rigid Galvanized Steel Electrical Conduit – Two Hole Rigid Conduit Strap	10	EA		
A.76	2-1/2" Rigid Galvanized Steel Electrical Conduit – Expansion Joint with 4" movement	10	EA		
A.77	Steel Lock Ring for 2-1/2" conduit	100	EA		



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A.78	Zinc Set Screw Grounding (Bonding) Bushing for 2-1/2" conduit	40	EA		
A.79	3" Rigid Galvanized Steel Electrical Conduit	100	LF		
A.80	3" Rigid Galvanized Steel Electrical Conduit – 45 degree elbows	10	EA		
A.81	3" Rigid Galvanized Steel Electrical Conduit – 90 degree elbows	10	EA		
A.82	3" Rigid Galvanized Steel Electrical Conduit – Sweeping 90 degree elbows	10	EA		
A.83	3" Rigid Galvanized Steel Electrical Conduit – C Conduit bodies	10	EA		
A.84	3" Rigid Galvanized Steel Electrical Conduit – LB Conduit bodies	10	EA		
A.85	3" Rigid Galvanized Steel Electrical Conduit – LR Conduit bodies	10	EA		
A.86	3" Rigid Galvanized Steel Electrical Conduit – LL Conduit bodies	10	EA		
A.87	3" Rigid Galvanized Steel Electrical Conduit – One Hole Straps	10	EA		
A.88	3" Rigid Galvanized Steel Electrical Conduit – One-hole Malleable Straps	10	EA		
A.89	3" Rigid Galvanized Steel Electrical Conduit – Two Hole Rigid Conduit Strap	10	EA		
A.90	3" Rigid Galvanized Steel Electrical Conduit – Expansion Joint with 4" movement	10	EA		
A.91	Steel Lock Ring for 3" conduit	50	EA		
A.92	Zinc Set Screw Grounding (Bonding) Bushing for 3" conduit	10	EA		
A.93	1" Plastic Coated Rigid Steel Electrical Conduit	50	LF		
A.94	1" Plastic Coated Rigid Steel Electrical Conduit – 90 Degree Bend	10	EA		
A.95	1" Plastic Coated Rigid Steel Electrical Conduit – 45 Degree Bend	10	EA		
A.96	1" Plastic Coated Rigid Metallic Conduit Body	10	EA		
A.97	1" Plastic Coated Rigid Metallic Conduit Expansion Joint Fitting	10	EA		
A.98	1" Plastic Coated Rigid Metallic Conduit Coupling	10	EA		
A.99	1" Plastic Coated Rigid Metallic One Hole Conduit Strap	10	EA		



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A.100	1" Plastic Coated Rigid Steel Electrical Outdoor Junction Box	10	EA		
A.101	2" Plastic Coated Rigid Steel Electrical Conduit	50	LF		
A.102	2" Plastic Coated Rigid Steel Electrical Conduit – 90 Degree Bend	10	EA		
A.103	2" Plastic Coated Rigid Steel Electrical Conduit – 45 Degree Bend	10	EA		
A.104	2" Plastic Coated Rigid Metallic Conduit Body	10	EA		
A.105	2" Plastic Coated Rigid Metallic Conduit Expansion Joint Fitting	10	EA		
A.106	2" Plastic Coated Rigid Metallic Conduit Coupling	10	EA		
A.107	2" Plastic Coated Rigid Metallic One Hole Conduit Strap	10	EA		
A.108	6" X 6" X4" Stainless Steel Junction Box, Outdoor Rated, lockable	50	EA		
A.109	8" X 8" X6" Stainless Steel Junction Box, Outdoor Rated, lockable	50	EA		
A.110	1" Aluminum Rigid Conduit	50	LF		
A.111	1" Aluminum Rigid – 45 degree bend	10	EA		
A.112	1" Aluminum Rigid – 90 degree bend	10	EA		
A.113	1" Aluminum Rigid Couplings	10	EA		
A.114	2" Aluminum Rigid Conduit	50	LF		
A.115	2" Aluminum Rigid Conduit– 45 degree bend	10	EA		
A.116	2" Aluminum Rigid Conduit– 90 degree bend	10	EA		
A.117	2" Aluminum Rigid Couplings	10	EA		
A.118	1" Liquidtight Flexible Metallic Conduit	50	LF		
A.119	1" Metallic Straight Liquidtight Connector	10	EA		
A.120	1" Metallic 45 degree Liquidtight Connector	10	EA		
A.121	1" Metallic 90 degree Liquidtight Connector	10	EA		
A.122	1-1/4" Liquidtight Flexible Metallic Conduit	50	LF		
A.123	1-1/4" Metallic Straight Liquidtight Connector	10	EA		
A.124	1-1/4" Metallic 45 degree Liquidtight Connector	10	EA		



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A.125	1-1/4" Metallic 90 degree Liquidtight Connector	10	EA		
A.126	2" Liquidtight Flexible Metallic Conduit	50	LF		
A.127	2" Metallic Straight Liquidtight Connector	10	EA		
A.128	2" Metallic 45 degree Liquidtight Connector	10	EA		
A.129	2" Metallic 90 degree Liquidtight Connector	10	EA		
A.130	1/4" X2-1/2" Stainless Steel Wedge Anchors	10	EA		
A.131	1/2" X3-3/4" Stainless Steel Wedge Anchors	10	EA		
A.132	3/8" X 3-1/2" Stainless Steel Wedge Anchors	10	EA		
A.133	3"- 2-1/2" Reducing Bushings	10	EA		
A.134	1/2" Bushings	10	EA		
A.135	2-1/2" Bushings	10	EA		
A.136	1" Ground Bushings	10	EA		
A.137	1-1/4" Ground Bushings	10	EA		
A.138	2" Ground Bushings	10	EA		
A.139	2-1/2" Ground Bushings	10	EA		
A.140	3" Ground Bushings	10	EA		
B	Wiring Materials				
B.1	1/C #12 Copper THWN Electrical Conductor, Black, Solid	10000	LF		
B.2	1/C #12 Copper THWN Electrical Conductor, White, Solid	10000	LF		
B.3	1/C #12 Copper THWN Electrical Conductor, Green, Solid	10000	LF		
B.4	1/C #4 Aluminum XHHW Electrical Conductor, Black	175000	LF		
B.5	1/C #4 Aluminum XHHW Electrical Conductor, White	175000	LF		
B.6	1/C #4 Aluminum XHHW Electrical Conductor, Green	175000	LF		
B.7	1/C #4 Copper Solid Bare Wire	50	LF		
B.8	1/C #6 Copper Solid Bare Wire	50	LF		
B.9	#4 Butt Splices	500	EA		
C	Poles				



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C.1	Lighting, 40' Galvanized Pole and 10' HLMA	1	EA		
C.2	Lighting, 40' Galvanized Pole, Tenon Top	1	EA		
C.3	Lighting, 40' Galvanized Tenon Arm, Single	1	EA		
C.4	Lighting, 40' Galvanized Tenon Arm, Double	1	EA		
C.5	Lighting, 40' Galvanized Pole and 10' HLMA, Powder Coated Black	1	EA		
C.6	Lighting, 40' Galvanized Pole, Tenon Top, Powder Coated Black	1	EA		
C.7	Lighting, 40' Galvanized Tenon Arm, Single, Powder Coated Black	1	EA		
C.8	Lighting, 40' Galvanized Tenon Arm, Double, Powder Coated Black	1	EA		
C.9	Lighting, 35' Wood Pole	1	EA		
C.10	Lighting, 150' High Mast Pole	1	EA		
C.11	Lighting, 130' High Mast Pole	1	EA		
C.12	Lighting, High Mast Lowering Device	1	EA		
C.13	Lighting, High Mast Tower Breaker, 600V-20 Amp	50	EA		
C.14	Lighting, High Mast Tower Breaker, 600V-25 Amp	1	EA		
C.15	Lighting, High Mast Tower Breaker, 600V-30 Amp	50	EA		
C.16	Lighting, High Mast 10/3 SO Cord	2000	LF		
C.17	Dead-End Grips for Tower	10	EA		
D	Transformer Base Parts				
D.1	Breakaway Transformer Base, TB1-17	100	EA		
D.2	Breakaway Transformer Base, TB3-17	50	EA		
D.3	Breakaway Transformer Base, Install Kit	100	EA		
D.4	Transformer Base Bonding Connection	100	EA		
D.5	Transformer Base Wire Connectors	100	EA		
D.6	Anti-theft Breakaway Transformer Base Door (for TB1-17)	500	EA		
D.7	Anti-theft Breakaway Transformer Base Door (for TB3-17)	500	EA		
D.8	Anti-theft Breakaway Transformer Base Door (for AB Chance)	500	EA		



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D.9	Anti-theft Breakaway Transformer Base Door (for Union Metal)	500	EA		
D.10	Anti-theft Breakaway Transformer Base Door (for Specialized Sizes)	500	EA		
D.11	Anti-theft Breakaway Handhole Cover	1000	EA		
D.12	Anti-theft Breakaway Handhole Cover, Curved	1000	EA		
D.13	Anti-theft Cabling Retainer System for Breakaway Transformer Bases	50	EA		
D.14	Anti-theft System Security Key	20	EA		
E	Lighting Controller Parts				
E.1	Lighting Controller Shorting Cap	500	EA		
E.2	Lighting Controller Photocells	500	EA		
E.3	Lighting Controller Photocell Base	500	EA		
E.4	Hand-off Auto Switch (HOA) with Cover	100	EA		
E.5	Lighting Controller Industrial Controller Transformer	50	EA		
E.6	Lighting Controller Contactor	50	EA		
E.7	Lighting Controller Fuse Holder, 60 Amp	50	EA		
E.8	Lighting Controller Fuses, 60 Amp	100	EA		
E.9	Lighting Controller NEMA Type 3R, Enclosure	10	EA		
E.10	Lighting Controller NEMA Type 3R, Back Panel	10	EA		
E.11	Handy Box with face plate for 30 mm HOA	100	EA		
E.12	Lighting Controller Fused Disconnect Switch, 60 Amp	10	EA		
E.13	Lighting Controller Non-Fused Disconnect Switch, 60 Amp	10	EA		
E.14	Lighting Controller Fused Disconnect , 60 Amp	10	EA		
E.15	Lighting Controller Non-Fused Disconnect , 60 Amp	10	EA		
E.16	Specialized Padlock, Size 1-1/8", Steel with keys	20	EA		
E.17	Specialized Padlock, Size 1-3/4", Laminated Brass with keys	20	EA		
E.18	Round Hidden Shackle Lock	20	EA		
E.19	Lock Hasp	20	EA		
F	Electrical Service Parts				



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F.1	Steel Insulator Spool Rack and Bracket, 1-Wire	10	EA		
F.2	2" Service Entrance Cap (Weatherhead), Metal	10	EA		
F.3	Bolt-On Hub for 1" Rigid Conduit	10	EA		
F.4	Bolt-On Hub for 2" Rigid Conduit	20	EA		
F.5	Disconnect Switch, Non-Fusible	10	EA		
F.6	Disconnect Switch, Fusible With Neutral	10	EA		
F.7	1" Zinc Offset Nipple	10	EA		
F.8	2" Zinc Offset Nipple	20	EA		
F.9	Electrical Service Fuse, 60 Amp, 600 Volt	10	EA		
F.10	1-5/8" X 10' Galvanized Channel Strut	500	LF		
F.11	7/8" X 10' Galvanized Channel Strut	500	LF		
F.12	Double 1-5/8" X 10' Galvanized Channel Strut	100	LF		
F.13	Unistrut T-Connectors	100	EA		
F.14	Unistrut 4-Hole Flat L-Connectors	100	EA		
F.15	Unistrut Caps	100	EA		
F.16	1/2" Strut Straps	10	EA		
F.17	1" Strut Straps	10	EA		
F.18	1-1/4" Strut Straps	10	EA		
F.19	2" Strut Straps	100	EA		
F.20	2-1/2" Strut Straps	100	EA		
F.21	3" Strut Straps	100	EA		
F.22	8/32" Screws	100	EA		
F.23	8/32" Nuts	100	EA		
F.24	3/8" X 2-1/2" Bolts	100	EA		
F.25	3/8" X 1-1/2" Flat Washers	100	EA		
F.26	3/8" Square Washers	50	EA		



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F.27	3/8" Lock Washers	100	EA		
F.28	1/4" X 2-1/2" Bolts	200	EA		
F.29	1/2" X 2-1/2" Bolts	200	EA		
F.30	1/2" X 1-1/2" Flat Washers	200	EA		
F.31	1/2" Square Washers	200	EA		
F.32	1/2" Lock Washers	200	EA		
F.33	3/8" Spring Nuts	200	EA		
F.34	Insulated Neutral Bar	100	EA		
F.35	Ground Bar	100	EA		
F.36	Multi-tap Connector	100	EA		
F.37	2" Offset Nipple	100	EA		
F.38	2" Hub Bolt On	100	EA		
F.39	3/8" X 4" Lag Bolt	100	EA		
F.40	5/8" Acorn Style Grounding Clamp	100	EA		
F.41	8' X 5/8" Copper Clad Ground Rod	100	EA		
F.42	Direct Burial Unitap Connector, 4-port	1000	EA		
F.43	Direct Burial Unitap Connector, 6-port	1000	EA		
F.44	Pole Termination Kit	300	EA		
F.45	LA 601 Lightning Arrestor	10	EA		
F.46	LA 602 Lightning Arrestor	10	EA		
F.47	HQ5 Meter Can, 200A	20	EA		
F.48	Buck Transformer for 480V to 120V for Obstruction Light for Towers	100	EA		
F.49	50 Amp Male Cord Cap, 600V for Towers	50	EA		
F.50	50 Amp Female Cord Cap, 600V for Towers	50	EA		
G	Fuses				
G.1	In-Line Fuse – 5 Amp - KTK	1500	EA		



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G.2	In-Line Fuse – 10 Amp - KTK	500	EA		
G.3	In-Line Fuse – 15 Amp - KTK	500	EA		
G.4	In-Line Fuse – 20 Amp - KTK	500	EA		
G.5	In-Line Fuse – 30 Amp - KTK	500	EA		
G.6	In-Line Fuse Holder – KTK Set Screw Type	50	EA		
G.7	In-Line Fuse Holder Rubber Boot	50	EA		
G.8	Y-Connectors - - KTK Set Screw Type	1500	EA		
H	Fixtures				
H.1	Mongoose 250W Fixture	300	EA		
H.2	Mongoose 400W Fixture	300	EA		
H.3	Cobra Head 200W Fixture	300	EA		
H.4	Cobra Head 400W Fixture	300	EA		
H.5	Cobra Head 200W LED Replacement Fixture	50	EA		
H.6	Cobra Head 400W LED Replacement Fixture	50	EA		
H.7	Mongoose 250W LED Replacement Fixture	50	EA		
H.8	Mongoose 400W LED Replacement Fixture	50	EA		
H.9	High Mast LED Replacement Fixture - 12 LED Fixtures	10	EA		
H.10	Underpass Luminaire, "Wallpack" with Plastic Cover – 175W LED	10	EA		
H.11	Underpass Luminaire, "Wallpack" Plastic Cover Only	10	EA		
H.12	1000W Metal Halide Lamp	100	EA		
H.13	400W High Pressure Sodium Lamp	100	EA		
H.14	200W High Pressure Sodium Lamp	100	EA		
H.15	250W High Pressure Sodium Lamp	100	EA		
H.16	100W High Pressure Sodium Lamp	100	EA		
H.17	1000W Ballast Tower Kit	100	EA		
H.18	116W LED Obstruction Light for Towers	100	EA		



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H.19	7-Pin Receptacle	50	EA		
H.20	LED Driver, 108 LEDs, 700 mA	50	EA		
H.21	LED Driver, 120 LEDs, 350 mA	50	EA		
H.22	LED Driver, 72 LEDs, 350 mA	50	EA		
I	Footings				
I.1	Structural Concrete	100	CY		
I.2	Reinforcing Steel	200	LB		
I.3	1-inch "J" Anchor Bolts	40	EA		
I.4	Anchors for the Pole Base	40	EA		
J	Labor				
J.1	Journeyman Electrician	120	HR		
J.2	Apprentice Electrician	120	HR		
J.3	General Labor	120	HR		
K	Equipment				
K.1	40 ft – 50 ft Bucket Truck	40	HR		
K.2	55 ft Bucket Truck, or larger	40	HR		
K.3	Derrick Hydraulic Digger Truck (Polecat)	40	HR		
K.4	Trackhoe/Trencher	40	HR		
K.5	Compressor	40	HR		
K.6	Utility Truck	40	HR		
K.7	Trailer	40	HR		
K.8	Arrow Board	40	HR		
K.9	Crash Attenuator Truck	40	HR		
K.10	Snooper Truck	40	HR		
K.11	Striping Buggy	40	HR		
K.12	Crane Rental	40	HR		
TOTAL COST NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)					



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SECTION 2

Highway Lighting Materials and Parts

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

Item	Description	Name of & Link to Mfr's Published Price List (Use Suggested Dealer Cost)	% Discount
1			%
2			%
3			%
4			%
5			%
6			%

Annual Price Adjustment. The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price **will be considered** if the following conditions are met:

- a) You must limit any increase to **one** of the following(indicate your **choice***):
1. the change in the Consumer Price Index from BLS Table 1(web link below) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year ____ (place an "X" here if this is your choice)
 2. a fixed percentage you specify ____%
- b) You must notify City, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price choice in your bid. **Failure to so notify City will result in City denying any price increases.** In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.

Notes: * - Any price increase you choose will be considered in the evaluation of your bid. If you choose the CPI-U, the annual increase used for evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

CPI Web Link: <http://www.bls.gov/news.release/cpi.t01.htm>

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET