



**Invitation For Bid  
IFB17-508 Microwave Security Fence  
Water and Sewer Department  
Issued: April 20, 2017**

**City of Tulsa,  
Oklahoma**  
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

**BID # IFB17-508**

**DESCRIPTION: Microwave Security Fence (Commodity Code(s): 725-36, 839-51)**

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](http://www.cityoftulsapurchasing.org) or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division  
175 East 2<sup>nd</sup> Street, Suite 865  
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, May 17, 2017, and delivered to:**

**City Clerk's Office  
175 East 2<sup>nd</sup> 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:

Terry O. Thomas

[tthomas@cityoftulsa.org](mailto:tthomas@cityoftulsa.org)

Include **IFB 17-508** on the subject line

**Bidder's Notice of Intent to Submit a Bid**

Email the Project Buyer indicating your intent to Bid. Include **IFB 17-508** 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](http://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:

Date May 2, 2017 Time 2:30

Location 3600 Mohawk Blvd, Tulsa, OK 74115

Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

Attendance is not required to submit a Bid.

**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 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 2<sup>nd</sup> Street, 2<sup>nd</sup> 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 2<sup>nd</sup> 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:

**Bid #17-508 Microwave Security Fence**

(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:

1. **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.
2. **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.
3. **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.
4. **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. 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 1<sup>st</sup> to June 30<sup>th</sup>) 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.
5. **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.
6. **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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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](http://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. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
  - With a copy to: Terry O. Thomas, Senior Buyer  
175 E 2<sup>nd</sup> Street, Suite 575  
Tulsa, OK 74103
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



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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

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Assistant City Attorney



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**FORM #3**

**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 person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: \_\_\_\_\_

Remit to  
Address: \_\_\_\_\_

City, State  
Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Name (print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

My commission number: \_\_\_\_\_

County and State where notarized: \_\_\_\_\_

**The Affidavit must be signed by an authorized agent and notarized**



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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).

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**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 2<sup>nd</sup> 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](http://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 2<sup>nd</sup> 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.
14. **PURCHASE ORDER.** In the event that 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.



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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](mailto: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
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:

No:   X  

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

Yes:   X        **2 Percent of the Extended Total Amount of this bid**



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

Yes:  X

**Bidder must provide references from three customers in the area comparable to the City of Tulsa in size and scope. For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, Type of Equipment, Application, and Install Date.**

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone number:	_____
Email Address:	_____
Type of Equipment:	_____
Application	_____
Install Date	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone number:	_____
Email Address:	_____
Type of Equipment:	_____
Application	_____
Install Date	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone number:	_____
Email Address:	_____
Type of Equipment:	_____
Application	_____
Install Date	_____

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**TECHNICAL SPECIFICATIONS**

**SCOPE:**

It is the intent during the contract period, as nearly as possible, to purchase all the requirements necessary to provide microwave security fencing around the perimeter fencing at the City of Tulsa's Mohawk Water Treatment Plant from the firm to which the contract is awarded.

The material to be provided will be Southwest Microwave Perimeter Intrusion Detection System obtained from Southwest Microwave, Inc. No substitutes will be considered. The equipment supplied by the Seller shall be new, unused, and of current manufacture. The equipment supplied shall meet or exceed these minimum specifications in all cases, and must be assembled by qualified technicians able to demonstrate function and operation. Equipment supplied must be compatible with existing Microwave Perimeter Intrusion Detection System utilized within the Water and Sewer Department. The perimeter fencing for the Mohawk Water Treatment Plant is approximately 8,000 linear feet with ten (10) gate access points: five (5) slider and five (5) swing style.

**BIDDER QUALIFICATIONS:**

Bids will be accepted only from companies that have a minimum of ten (10) years of Southwest Microwave equipment installation experience to date and have been factory-certified by Southwest Microwave on INTREPID™ detection systems.

Bidder shall attend the mandatory pre-bid meeting for this project prior to submitting a bid.

Bidder shall provide three (3) references that will confirm Bidder's capability to install Southwest Microwave Perimeter Detection System equipment. Equipment supplied for references shall be of similar linear feet and complexity. References shall include:

1. Location
2. Type of equipment installed
3. Description of Application
4. Date of installation
5. Contact name and phone number

The Bidder shall also provide the qualifications of all personnel being proposed to perform the installation or any part of the installation work on this project.

Bids may not be considered, if the following is determined by the City:

1. Misrepresented any material fact in his submitted qualification information,
2. Defaulted in the performance of a contract with the City of Tulsa.
3. Failed to complete satisfactorily the performance of a contract with the City of Tulsa.
4. Failed to execute a contract awarded by the City of Tulsa, or
5. Ceased to possess any of the qualifications necessary hereunder.

**PROJECT DESCRIPTION:**

This project includes the procurement and correct, complete installation the INTREPID Series II System as manufactured by Southwest Microwave, Inc., Tempe, Arizona (1-480-783-0201). The Seller shall provide all installation labor, hardware, and electronics for the system.

The Seller shall furnish a complete perimeter intrusion detection system with computer graphic alarm reporting and display system necessary for the audible and visual notification of all system activity. The Seller shall



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provide all installation labor, hardware, and electronics for the system.

After installation, the Seller shall secure the services of the manufacturer's technician to provide on-site technical assistance for installation inspection, testing, and training. The Seller shall provide certification, as part of the project submittals, that the controller and sensor manufacturer's on-site services will be provided as a part of this contract

**General Description of System to be Installed:**

1. The complete perimeter detection system shall consist of multiple sub-systems:
  - INTREPID™ Graphic Control Module II-HD System Controller
  - INTREPID™ MicroPoint™ II Fence Intrusion Detection System
  - 385 Microwave Intrusion Detection
2. The alarm communication network shall be capable of supporting the following devices:
  - INTREPID™ Graphic Control Module II-HD is a dedicated, graphic system controller designed for large or multi-site facilities with local or remote GUIbased alarm monitoring and control of INTREPID™ systems using the INTREPID™ Polling Protocol II (IPP II). The controller connects up to 32 devices and will handle up to 1024 zone records.
  - INTREPID™ MicroPoint™ II Fence Detection System: Each processor shall be capable of protecting 400 meters with software alarm zones. An acceptable product that meets or exceeds these requirements is the MicroPoint™ II system Processor Module (PMII)
  - 385 Microwave Link is a long range monostatic K-band Microwave Intrusion Sensor for indoor and outdoor applications. A range cut-off (RCO) circuit attenuates targets beyond the selected coverage area. The RCO distance is selected by means of an internal potentiometer. A Zero Range Suppression (ZRS) circuit reduces the effects of rain on the radome. The unit is equipped with synchronization and addressing circuitry that enables multiplexing of up to 16 units without mutual interference. The coverage distance shall be 400 feet for upright walking or running.
3. System Capabilities
  - The system shall utilize a common communication protocol with all sensors and devices to ensure full integration and interoperability.
  - A common SDK (Software Development Kit) shall be provided to facilitate integration with other security devices or management systems.
  - All system devices shall have the capability to operate over a common voltage input from 10.5 to 60 VDC.
4. System Setup
  - The system shall have a single universal installation service tool, referred to as the Universal Installation Service Tool II (UIST II), to allow setup of all the intrusion sensors from a laptop or desktop computer.
  - The UIST II shall support serial or network communications for diagnostics of the system sensors devices both locally or remotely.
  - Zones shall be defined using the INTREPID™ GCM II-HD setup software.
  - The INTREPID™ Controller shall utilize Auto Discovery to confirm communication of all devices.

**INTREPID™ Graphic Control Module II-HD (GCM II-HD) System Controller**



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INTREPID™ Graphic Control Module II-HD (GCM II-HD) System Controller is a dedicated alarm annunciation, control and communication system which allows users to monitor and control an entire network of security systems. The GCM II-HD operates in conjunction with the INTREPID™ Polling Protocol II (IPP II) alarm communications network.

The alarm annunciation, control, and communication system shall operate in a real-time multitasking operating system using a Linux controller platform. The system shall allow an operator to control and maintain a site's security system from a central location. Site information and alarm data shall be displayed on color-coded maps on a color monitor.

Alarm processing operations shall be performed using a mouse. All system events, operator actions, and maintenance information shall be stored on the computer with output to a printer to maintain a permanent record of system activity.

The system shall provide, as an option, the capability of creating site-specific maps and databases that include the equipment and features of individual sites and security systems. The system shall be programmable for the unique alarm response requirements of each individual site. The alarm signal communications network shall be designed specifically for security monitoring applications.

The network shall collect signals from the remote security sensors and deliver the signals to the centralized control facility via serial communications. The network shall deliver test, maintenance, control and alarm response signals from the centralized control facility to remote security devices. The network shall support dual data paths over RS422 copper wire or fiber optic cable.

Alarm polling protocol shall be an open architecture communication protocol network that is used to connect security sensors and other devices to a host alarm annunciation and control system. This network shall operate in conjunction with the INTREPID™ Polling Protocol II (IPP II) for all alarm annunciation, control, and communication.

#### **Alarm Reporting / Graphic Display System**

- The Alarm Reporting / Graphic Display system shall, at a minimum, consist of a Controller, dedicated only to the reporting and display of perimeter security information and equipped with the necessary I/O hardware, color monitor, and mouse.
- The Alarm Reporting system shall provide control room personnel with the various alarm conditions through each of the following methods:
  - o Visual indication, on color monitor, of alarm location
  - o On-screen text providing defined alarm location
  - o Serial RS232, or RS422 communications output
  - o Relay outputs
- The field installed devices shall communicate all system activity to the central Controller- based Alarm Reporting system via a serial RS422 output. A communications protocol shall be used that allows the receiving equipment to acknowledge the successful reception of each message.
- The various devices shall provide to the central Controller the defined location of a detected intrusion, tamper, or fail occurrence. The indication(s) shall remain on the display until cleared by operator action.
- Intrusions or faults will be displayed with flashing red icons, indicating an alarm.
- The INTREPID™ Controller shall utilize Auto Discovery to confirm communication of all devices.
- The Controller shall have user friendly Guided Navigation for simple setup and operation.
- The Controller shall support multiple language options.





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- A line drawing of the perimeter showing the various detection zones and major site land-marks shall be provided on the color graphic display. All Zones that are "armed and secure" shall appear as green lines.
- The Monitor Display and Control software shall provide specific combinations of Zone "Acknowledge", "Reset", "Access", and "Secure". The available options at any given time shall be presented to the operator according to the current status of the system.
- After an initial alarm, the display shall be capable of identifying the location of subsequent alarms and shall identify the fact that multiple zones are registering alarms.
- Multiple attacks at different locations will be identified separately on the Alarm Reporting system.
- The operator shall be capable of resetting each individual alarm.
- Audible annunciation and visual indication for each alarm event shall be provided by a color monitor display in the control room.
- All system activity shall be permanently recorded in the Controller and available for printer output or downloading.
- Perimeter fence zoning shall be established in the Controller software. The zoning can be changed via software as required without a need for a change in hardware.
- The Controller shall be Linux based. The Administrator shall be able to configure and maintain the system, manage alarms, and monitor overall system performance.
- The Controller shall support up to 1024 zone records and connect up to 32 devices.
- The Controller shall have alarm tagging and up to 256 user accounts.
- The Controller shall have relay alarm input and output devices with ability to communicate over a common network.
- Controller shall be a hardened device to operate in harsh environments (-15°C to 55°C)
- Controller shall have a serial RS-232 output for alarms in ASCII format.

**INTREPID™ MicroPoint™ II Fence Detection System**

- The fence-mounted system shall detect vibrations from cut or climb attempts to the fence fabric and subsequently identify the point of intrusion to within 3 meters (10 ft) with a resolution of 1 meter (3.3 ft).
- Each Processor Module II (PM II) shall monitor up to 400 meters (1,312 ft) of linear fence with MicroPoint™ cable.
- Detection and location of intrusions shall be performed by Digital Time Domain Reflectometry (DTDR) methodology. The DTDR function shall reside in the distributed PM II's and not in a centralized processor or computer.
- The length of each zone in the system shall not be restricted to the physical location of the fixed PM II's but shall be variable between 3 meters (10 ft) and the maximum zone length as indicated elsewhere in the specifications or project drawings.
- The fence sensor shall provide "Sensitivity Leveling" on a meter by meter basis which automatically compensates for fence variations making each meter of fence equally sensitive to intrusions. Sensitivity Leveling™ is a calibration technique which sets thresholds for each and every cell along the sensor cable.
- The fence cable system zone configurations shall be based on the design criteria listed below:



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- Zones should not exceed 15 linear meters (50 ft) in length for optimum CCTV assessment.
- Zones shall not extend around corners in perimeter fencing.
- The fence sensor shall employ Point Impact Discrimination, made possible by DTDR technology, which detects single location activity (climbing or cutting the fence) while rejecting other distributed environmental conditions (wind, rain, or other environmental disturbances). The digital signal processing (DSP) shall utilize both temporal and spatial filtering.
- Depending on the perimeter length and number of auxiliary devices, the MicroPoint™ II sensor cable shall be capable of providing power to PM II's without additional cabling. The manufacturer shall advise the Seller of this capability for specific projects.
- The system shall allow for the disabling in software of any section of the sensor cable (gate areas, etc.), eliminating the necessity for spliced nonsensitive cable.
- The "Sensitivity Leveling" function (as described in paragraph 3.0.5) shall be calibrated with the use of system software and automatically calibrated for every 1 meter (3.3 ft) of cable.
- The partitioning of the perimeter fence into detection zones shall be established in software after installation of the system and in consideration of site conditions. Considerations for zoning shall include the reduction of nuisance alarms and assessment advantages for patrol personnel.
- The fence system shall detect climbing intruders with a weight of 34 kilograms (75 lbs) with a Probability of Detection (Pd) of 95% at a 99% confidence level.
- The fence detection system shall support "Free Format Zoning™", allowing zones to be established in software independent of the fixed PM II locations and sensor cable lengths.
- The MicroPoint™ II system shall utilize a distributed switching power network that provides DC power to all the modules without the use of separate power supplies. The configuration shall permit the use of a central UPS AC power supply for the entire system.
- The system input power shall be capable of accepting standard DC voltage power supplies of 12, 24 or 48 VDC power. The system shall allow for DC power input from 10.5 to 60 VDC.

**INTREPID™ MicroPoint II Cable**

- Sensor cable shall be available in lengths of 100 meters (328 ft) and 220 meters (722 ft) rugged construction to allow bending at gates without use of gate connect kits and with UV resistant jacket.
- The fence sensor cable shall be attached at 23 centimeter (9 in) intervals to the fence fabric with UV resistant cable ties at a mounting height determined by the manufacturer.
- The MicroPoint™ II cable shall be capable of being cut on site during installation to any length up to a maximum of 220 meters (722 ft).
- The sensor cable shall be field-repairable with simple hand tools if damaged by replacing the damaged section with a spare sensor cable section and a Splice Unit (SU).

**Processor Module II (PM II)**

- Detection processing shall be performed by the various MicroPoint™ II Processor Module II's (PM II's) distributed around the perimeter. Each PM II shall provide processing for up to 440 meters (1,444 ft) of sensor cable.
- Detection criteria shall reside in non-volatile memory in each respective PM II.



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- Positioning of the PM II's shall be determined by such factors as perimeter length, operational convenience, and physical security concerns. Positioning of PM II's shall have no effect on detection zoning.
- In the event of a temporary loss of communication with the central Controller, each PM II shall have the capability of retaining site data until communication is restored.
- PM II's shall operate continuously within specification at temperatures between -40oC (-40oF) and +70oC (+159oF), without assistance from cooling or heating apparatus.
- PM II's shall be hardened to operate within all specifications when continuously exposed to 0 - 100% relative humidity with conformal coated electronics.
- The PM II's shall be housed in ABS weatherproof UV stabilized non corrosive enclosures fitted with tamper switches.
- PM II's shall include transorb and gas discharge devices to protect against lightning and electrostatic discharge.
- The PM II's shall be capable of accepting contact-closure alarm inputs from auxiliary devices (i.e., microwave, PIR, etc.) and provide alarm interface to the INTREPID™ Controller.
- The installation locations of the PM II's shall be governed by the 440 meter (1,444 ft) maximum distance of supported cable and not governed by detection zoning.
- The PM II's shall provide up to 150mA at 12 VDC to auxiliary sensors.
- The PM II's shall communicate via RS422 for communication of alarms using the INTREPID™ Polling Protocol II (IPP II).
- The Processor shall utilize a software-based universal installation tool with graphic display in real time, referred to as the Universal Installation Service Tool II (UIST II), to setup and control sensor parameters with a laptop PC.
- The Processor shall store in memory up to 1,000 alarms and events for troubleshooting and maintenance.
- Remote adjustment with UIST II will be available via the Controller or direct connection.

**Model 385 K-Band Outdoor Microwave Transceiver Specification**

Model 385 is a long range monostatic K-band Microwave Intrusion Sensor for indoor and outdoor applications. A Range Cut-off (RCO) circuit attenuates targets beyond the selected coverage area. The RCO distance is selected by means of an internal potentiometer. A Zero Range Suppression (ZRS) circuit reduces the effects of rain on the radome. The unit is equipped with synchronization and addressing circuitry that enables multiplexing of up to 16 units without mutual interference.

**Applicable Documents**

- F.C.C. Rules & Regulations, Part 15 and Subpart J.

**System Performance**

- Target Characteristics:
  - a) Minimum Cross Section
    - i) 0.8 square meter (man/woman walking)
    - (1) 0.07 square meter (man/woman crawling)

ii) 77 pound (35kg) human - walking, running, hands and knees crawling, or jumping. Prone crawling or rolling 77 pound human (35kg) or simulated with a 12 inch (30cm) diameter metal sphere, detected at maximum range of 150 feet (45.8m) with special site preparation.

b) Target Velocity

i) 0.2 ft/sec to 26 ft/sec (0.06m/sec to 7.9m/sec)

• Coverage Pattern

a) For upright walking or running man/woman, teardrop shaped detection pattern 400 feet (122m) long, 20 feet (6m) wide at widest point (maximum sensitivity), both azimuth and elevation.

b) For prone crawling (commando-style) man/woman, 324 feet (100m) long, 15 feet (4.6m) wide.

• Range Cut-Off

a) Shall have an adjustable range cut-off providing continuous adjustment from 100 feet (30m) to 400 feet (122m) on man/woman walking. Tolerance on RCO distance shall be  $\pm 10\%$ . Signals from objects beyond the range cut-off distance shall be attenuated by at least 40 dB.

• Sensitivity

a) Threshold to Noise Ratio

i) 13.8 dB minimum (prior to integration).

b) False Alarm Rate

i) One per year due to S/N ratio.

c) Sensitivity control shall have 24 dB adjustment range.

• Transmitter Characteristics

a) Type

i) The transmitter shall be a cavity stabilized fundamental Gunn oscillator.

b) Output Power

i) 32 milliwatts (15 dBm) peak

c) Modulation

i) Shall be modulated by 3.12% duty cycle. Pulsed at 32.0 kHz  $\pm 10\%$ .

d) Unmodulated Carrier Frequency

e) Frequency Modulation

i) On alternate pulses the frequency shall shift by 0.6 MHz  $\pm 10\%$ .

f) Spurious Emissions

i) All spurious signals including harmonics shall be at least 50 dB below the unmodulated carrier when measured 100 feet from the transmitter.

g) Polarization





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i) Shall be circular with axial ratio less than 2 dB.

- Power Requirements

- a) Voltage

- i) 11.0 to 14.0 VDC.

- b) Current

- i) 160 mA normal, 220 mA synchronized

- c) Fusing

- i) The input power line shall be fused with a 0.25 amp fuse.

- d) Remote Monitor

- i) Shall utilize baseplate mounted MS3102A-14S-6S connector for remote test.

To be used in conjunction with RM82 or RM 83 performance monitor and mating connector MS3106A-14S-6P.

### **Installation/Documentation/Services**

- Seller shall provide the necessary documentation to confirm that the system is installed in accordance with on-site requirements and manufacturer's installation instructions. The Seller shall perform all wire hook-ups.
- After installation of the system, the Seller shall make provisions for manufacturer's technical representative to perform final on-site inspection and installation certification.
- The Seller shall be factory certified by Southwest Microwave on INTREPID™ detection systems.
- The Seller shall provide technical support and warrant that spare parts and assemblies shall be available for a minimum of 10 years.
- The Seller shall have ninety (90) calendar days to complete the project from date of notice to proceed.

### **Training**

Upon completion of installation and system testing, the Seller shall secure the services of the manufacturer's technical representative to provide on-site training for a minimum of four (4) total hours, split into two (2) sessions to accommodate all shifts.

A schedule of training dates shall be submitted to the Owner a minimum of fifteen (15) days prior to execution of such training. At a minimum, the training shall also contain elements of verbal, visual and hands on operations and maintenance demonstration. The training representative should provide handout documentation for reinforcement of all hands on operation. The training representative shall also provide a sheet for all trainees to sign in and sign out. Copies of the sign in and sign out sheets shall be provided to the Resident Project Representative.

Training shall include at least 2 hours of combined classroom (conducted in an optimal learning environment with low noise, tables, and chairs) and on-site training. Three (3) hard copies and one (1) electronic copy of the operations and maintenance manual and one (1) hard copy of the training agenda must be submitted thirty (30) days prior to the start of the scheduled training.

### **Award**

The Bid will be awarded to the lowest responsible Bidder meeting specifications.



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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 contract 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)**

Item	Description	Annual QTY	Unit Cost	Extended Cost
1	Material	1	\$	\$
2	Labor	1	\$	\$
3	Southwest Microwave On-site Certification	1	\$	\$
4	Southwest Microwave On-site Training	1	\$	\$
<b>TOTAL COST NOT TO EXCEED:</b> <b>(All costs must be included or your Bid will be disqualified )</b>		<b>\$ _____</b>		

Bidder's Company Name \_\_\_\_\_

**Authorized Signature Here ▶** \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RETURN THIS ENTIRE BID PACKET**