

City of Broken Arrow



INVITATION TO BID

Bid Number: 21.107

UPS Batteries

SUBMIT PROPOSALS

By 3:30 p.m. (Local Time) October 20th, 2020 to:

**The City of Broken Arrow Purchasing Division
1700 W. Detroit (East Building)
Broken Arrow, Oklahoma 74013
(918) 259-8361**

**Bid Openings Are Held at the Broken Arrow Purchasing Office
1700 West Detroit
Broken Arrow, Oklahoma 74012**

ALL BIDS MUST BE TURNED IN BY THE ABOVE STATED TIME AND TO THE ABOVE STATED ADDRESS. ANY BID NOT RECEIVED AT THE ABOVE ADDRESS ON OR BEFORE THE STATED TIME WILL BE REJECTED. THERE ARE NO EXCEPTIONS.

Local time shall mean the time indicated on the Purchasing Division's computers as set by "Coordinated Universal Time -6 hours"

Bidders Are Expected To Examine The Solicitation, Statement Of Work, Specifications, Instructions, And All Amendments. Failure to do so will be at the Bidder's Risk.

All Manufacturers, Suppliers Or Contractors Are Encouraged To Bid

UPS Batteries

The City of Broken Arrow invites sealed bids for UPS Batteries, in accordance with the provisions, specifications and bidding instructions set forth in this invitation for bid. Bids will be received by the Purchasing Division at **1700 W. Detroit**, Broken Arrow, Oklahoma, October 20th, 2020 until 3:30 p.m. local time. Bids will be publicly opened and read aloud on October 21st, 2020 at 10:30 a.m. at the Broken Arrow Purchasing Office, 1700 West Detroit Broken Arrow, OK **Late bids will not be considered.**

To be considered, your bid must be submitted on a copy of this Invitation to Bid. Bidders shall sign this form in the space provided on the “Terms” and “Signature Sheet” and return bid documents to: The City of Broken Arrow, Purchasing Division, 1700 W. Detroit , Broken Arrow, Oklahoma 74012. **Bid documents must be returned in a sealed envelope. Mark outside of an envelope with Invitation for Bid Number 21.107 and opening date of bid (October 21st, 2020).**

GENERAL PROVISIONS FOR INVITATION TO BID

GP-1 Definitions

- (a) ITB means Invitation to Bid
- (b) Release means purchase order issued against the specified contract
- (c) Solicitation means an Invitation to Bid
- (d) City means the City of Broken Arrow

GP-2 Explanation to Bidders

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

GP-3 Type of Contract

This is a firm fixed price contract for immediate delivery and definite quantities for the supplies/services specified. Should this contract be for indefinite quantities it will be so stated in the contract.

GP-4 Preparation of Bids

- (a) Bidders are expected to examine the solicitation, statement of work, instructions, and all amendments. Failure to do so will be at the bidder’s risk.
- (b) Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink, and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- (c) Any usage amounts specified are estimates only and are not guaranteed to be purchased.
- (d) Unit price shall be entered on the form provided or a copy thereof.
- (e) If the supplier wishes to bid “all or none” this must be clearly shown on the bid.
- (f) Recipients of this solicitation not responding with a bid shall return only the “Statement Of No Interest”

GP-5 F.O.B. Destination

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

GP-6 Amendments to Invitation to Bid

- (a) If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- (b) Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents

GP-7 Oral Agreements

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

GP-8 Submission, Modification, or Withdrawal of Bids

- (a) Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the office of the Purchasing Division, 1700 W. Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- (b) The Purchasing Division will open sealed bids at the time and place specified.
- (c) Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- (d) Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.

GP-9 Bid Compliance

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. **A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.**

GP-10 Evaluation and Award

- (a) The City shall evaluate bids in response to this solicitation and will award a contract to the bidder whose bid is determined to be the lowest responsive, responsible bid.
- (b) The City may (1) reject any or all bids, (2) accept other than the lowest bid, and (3) waive informalities or minor irregularities in bids received.
- (c) The City reserves the right to accept by item, groups of items or by the total bid.
- (d) The City may award multiple contracts for the same or similar supplies to two or more sources under this solicitation.

GP-11 Notice of Award

Notice of award letter or purchase order resulting from this ITB will be furnished to each successful bidder and shall result in a binding contract without further action by either party. It shall be the successful bidder's responsibility to reproduce and distribute copies to all authorized dealers listed in your bid response. No additions, deletions or changes of any kind shall be made to this contract without prior approval of the Purchasing Division.

GP-12 Termination of Contract

- (a) This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- (b) The City may cancel with just cause upon written notification to vendor
- (c) Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the 30 day notice.
- (d) If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

GP-13 Extension of Contract

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

GP-14 Ordering

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

GP-15 State and Federal Taxes

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

GP-16 Contractor Invoices

- (a) The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract. Invoices shall contain the contract number (if applicable) and purchase order number. Failure to follow these instructions may result in delay of processing invoices for payment. The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment. If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations. No ordering or invoicing will be done at these locations.
- (b) In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

GP-17 Prompt Payment Discounts

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

GP-18 Gratuities

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder, or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

GP-19 Bid Conformity

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contract requirements.

GP-20 Warranty

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

GP-21 Conflict of Interest

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the suppliers firm or any of it's branches.

GP-22 Patents and Royalties

The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow. If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

GP-23 Immigration Compliance

I. Contractor:

- a. has complied, and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws"); and
- b. has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and

- c. has verified the employment eligibility for all employees hired on or after July 1, 2008 through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- d. has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

II. Contractor will indemnify, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorneys fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I above.

GP-24 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. 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	\$100,000.00
Property damage, each person	\$100,000.00
Auto Liability, each occurrence	\$1,000,000.00
Personal injury and property damage, each occurrence	\$1,000,000.00
Workers' Compensation	Legal limits required by the State of Oklahoma

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 City 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

GP-25-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.

Specifications

The following specifications are intended to define the level of quality and performance of the requested equipment and not to be restrictive. Equipment offered shall be of equivalent dimensions, quality and performance. Bidder offering other equipment shall submit, with their bids, an itemized comparison with this specification documenting equivalence for dimensions, quality and performance. The offered equipment shall provide the following features as noted hereinafter.

The Following Are Minimum Requirements

INTENT OF SPECIFICATIONS

It is the intent of these specifications to replace the UPS Batteries at the Public Safety Complex for the City of Broken Arrow Information Technology Department.

Purpose: The City needs to replace the APC Batteries (8 Strings per unit) currently located in two APC-100-KVH USP units located at the City of Broken Arrow Public Safety Complex at 1106 North 6th Street, Broken Arrow, Ok. 74012. The bidder shall propose batteries that are the same type, size, currently in place.

Battery Performance: The contractor shall warrant the proposed batteries are new and will meet the UPS manufacturer's battery requirements and specifications.

Complies with this section Yes _____ No _____

Removal and Disposal: The contractor will be responsible for the removal and disposal of the existing batteries at no additional cost to the City.

Complies with this section Yes _____ No _____

Battery Installation: The contractor shall deliver all items described in this bid and install the proposed batteries.

Complies with this section Yes _____ No _____

Battery Location: One server is in the IT server room and one in the 911 server room at City of Broken Arrow Public Safety Complex at 1106 North 6th Street, Broken Arrow, Ok. 74012.

Upgrade: Pricing to include APC upgrade scheduling to MBRS

Complies with this section Yes _____ No _____

If any questions call Mark Ketchum @ 918-259-2400 Ext. 5362

End of Specifications

PROPOSAL SHEET

THIS SHEET MUST BE COMPLETED AND ACCOMPANY BID

BID NUMBER: 21.107

Item Number	Quantity	Description	Unit Price	Total Bid Amount
1	2 Server's	Parts & labor to remove & replace UPS Batteries	\$ _____	\$ _____
				Total \$ _____

Delivery: _____

Warranty, Show: _____

Nearest Parts and Service Location: _____

Additional Optional Equipment

The following list represents the additional equipment options that may be ordered under this contract. Bidder shall furnish with their bid, the price to be added/deducted from the base bid for each of the following options:

None

Terms and Signature Sheet

Indicate length of time requires, in calendar days, for delivery/completion after notification of award (oral or written), as this may be a factor in making an award. _____ Calendar days.

All prices shall be F.O.B. Destination: Location shown within bid documents under the heading GP-5 or as may be stated on the purchase order or verbal instructions given at time order is placed.

In compliance with this invitation for bid number 21.107 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by, any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of **only** the "**Statement of No Interest Sheet**" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder:

_____ Date: _____
Company Name

Address: _____
City State Zip Code

Signature: _____ Official Title: _____

Please print or type name clearly: _____

Telephone Number: _____ Fax Number: _____

Federal Tax ID Number: _____

BID AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF: _____

COUNTY OF: _____

_____, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of _____, the offeror submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among offerors and between offerors and city officials or employees, as well as facts to 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 offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such bid; and 3. neither the offeror nor anyone subject to the offeror's direction or control has been a party: a. to any collusion among offerors in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b. to any collusion with any city 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 offerors and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X _____

Subscribed and sworn to before me this _____ day of _____ 20 _____

My Commission Expires: _____

Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

INTEREST AFFIDAVIT

The following affidavit is to accompany the bid:

STATE OF: _____

COUNTY OF: _____

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

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X _____

Subscribed and Sworn to before me this _____ day of _____ 20_____

My Commission Expires: _____

Notary Public

THIS BID IS INVALID IF NOT SIGNED BY AUTHORIZED AGENT AND NOTARIZED

STATEMENT OF NO INTEREST

BID NUMBER: 21.107

IF YOU DO NOT INTEND TO SUBMIT A BID, RETURN THIS FORM IMMEDIATELY

The Purchasing Division of the City of Broken Arrow wishes to keep its vendor list file up-to-date. If, for any reason you cannot supply the commodity/service noted in this bid solicitation, this form must be completed and returned to remain on the particular bid list for future projects of this type.

If you do not respond to this inquiry within the time set for the bid opening date and time noted, we will assume that you no longer supply this commodity/service, and your name will be removed from this bidders list.

We undersigned have declined to submit a bid on commodities or services outlined in the attached bid documents.

Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below)

Specifications are unclear (explain below)

We are unable to meet specifications

Insufficient time to respond to bid

Our schedule would not permit us to perform

We are unable to meet bond requirements

We are unable to meet insurance requirements

We do not offer this product or service

Remove us from your vendor list for this commodity or service

Other (specify below)

Remarks:

Address: _____

Telephone Number: _____ Fax Number: _____

Signed: _____

Print or Type Name of Person Signing: _____

Title: _____

Date: _____

INSTRUCTIONS FOR SUBMITTING A SEALED BID OR QUOTATION

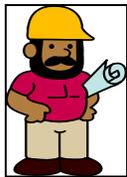
IF SUBMITTING A SINGLE SEALED BID:

1. PLACE BID IN AN OPAQUE ENVELOPE AND SEAL. **TYPE OR PRINT** BID NUMBER AND OPENING DATE IN THE LOWER LEFT CORNERS
2. IF SENDING FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN THE EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.

COMPANY NAME YOUR RETURN ADDRESS	
CITY OF BROKEN ARROW PURCHASING DIVISION 1700 WEST DETROIT BROKEN ARROW, OK 74012	
BID NUMBER BID OPENING DATE	

TWO OR MORE BIDS WITH DIFFERENT BID NUMBERS

1. PLACE EACH BID IN DIFFERENT OPAQUE ENVELOPE AND SEAL. **TYPE OR PRINT** BID NUMBER AND BID OPENING DATE IN THE LOWER LEFT HAND CORNERS.
2. PLACE EACH BID IN A LARGER ENVELOPE. **TYPE OR PRINT "BIDS"** IN THE LOWER LEFT HAND CORNER.
3. IF SENDING BY FEDERAL EXPRESS OR OTHER EXPRESS MAIL REQUIRING A SEPARATE ENVELOPE, PLACE THE ABOVE DESCRIBED IN THE EXPRESS MAILER. **DO NOT** PLACE BID DOCUMENTS IN EXPRESS ENVELOPE WITHOUT FIRST PLACING IN A SEPARATE ENVELOPE AS DESCRIBED IN ITEM ONE.

COMPANY NAME YOUR RETURN ADDRESS CITY OF BROKEN ARROW PURCHASING DIVISION 1700 WEST DETROIT BROKEN ARROW, OK 74012 BIDS		COMPANY NAME BID NUMBER OPENING DATE
		COMPANY NAME BID NUMBER OPENING DATE

BIDS MAY BE REJECTED IF THE ABOVE INSTRUCTIONS ARE NOT FOLLOWED