

Tulsa Airports Improvement Trust (TAIT)

Invitation for Sealed Bids

Airline Terminal Building
Suite A-211

7777 Airport Drive
Tulsa, Oklahoma, 74115

Bid No:

Bid Title:

Date Advertised:

Bid also posted at www.flytulsa.com

Tulsa Airports
Improvement Trust



Irrevocable Offer Period. Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the Tulsa Airports Improvement Trust's close of business on the Bid Submission Date until **days** after the Bid Opening Date.

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Exhibits and Other Attachments

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Tulsa Airports Improvement Trust

NOTICE OF INVITATION TO BID

NOTICE is hereby given that the TULSA AIRPORTS IMPROVEMENT TRUST will receive sealed Bids for the following:

Bid No.:

Bid Title:

Interested parties are invited to submit a Bid to supply the Goods and/or Services specified above. **ALL BID OPENINGS ARE PUBLIC.**

IMPORTANT BIDDING DATES

PRE-BID CONFERENCE:

Time:

Attendance Required: Yes

No

Conf. Room:

DEADLINE TO SUBMIT BIDS:

Time:

BID OPENING:

Time:

Conf. Room:

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

TAIT requires two complete Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". Consult the Instructions of the Bid Packet for additional requirements.

Project Buyer:

Phone Number:

Email:

Bids shall be delivered to:

**Tulsa Airports Improvement
Trust Airports Terminal Building
7777 Airport Drive, Suite A211
Tulsa Oklahoma 74115**

**Electronic Copy also required:
provide flash drive or CD/DVD with Bid**

References

References are required: Yes: No:

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of its relationship to Bidder. Please use the References Form provided.

Bonding.

A. **Bid Bond.** A Bid Bond is **required**:

Yes: No: If yes, amount required (expressed in \$ or %)

B. **Performance Bond.** A Performance Bond is **required**:

Yes: No: If yes, amount required (expressed in \$ or %)

NOTE: See No. 18, **REQUIREMENTS OF PURCHASE AGREEMENT BONDS** in the **Instructions Section for specific details.** Bonds which substantially comply with the form of bonds included in this Bid Packet may be accepted.

Insurance.

The following insurance is **required**. **NOTE:** See THE **SPECIAL REQUIREMENTS** Section of this Bid Packet for specific details regarding insurance.

LANDSIDE PROJECT

Commercial General Liability. \$1 Million Per Occurrence/\$1 Million Aggregate, including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.

Auto Liability (including all owned, hired and non-owned automobiles). \$1 Million Combined Single Limit.

AIRFIELD PROJECT

Commercial General Liability. \$5 Million Per Occurrence/\$5 Million Aggregate including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's obligations); Personal and Advertising Injury.

Auto Liability (including all owned, hired and non-owned automobiles). \$5 Million Combined Single Limit.

TERMINAL APRON PROJECT

Commercial General Liability. \$10 Million Per Occurrence/\$10 Million Aggregate, including Premises Liability; Products, and Completed Operations; Blanket Contractual (including Provisions for Contractor's Obligations); Personal and Advertising Injury.

Auto Liability (including all owned, hired and non-owned automobiles). \$10 Million Combined Single Limit.

BIDDER'S CHECKLIST

This checklist should be used by the Bidder to ensure the Bid Packet and all forms have been completed per the instructions prior to submission of Bid.

Notice of Invitation to Bid

Bidder's Checklist

Table of Contents

Bid Submission Overview

Form No. 1: **Bidder Information Sheet**

Form No. 2: **Purchase Agreement**

Form No. 3: **Interest Affidavit**

Form No. 4: **Non-Collusion Affidavit**

Form No. 5: **Affidavit of Claimant**

Form No. 6: **Acknowledgment of Receipt of Addenda/Amendments**

Form No. 7: **Form of Bid Bond**

Form No. 8: **Form of Performance Bond**

Instructions, Terms, and Conditions for Bidders

Special Requirements

BID SUBMISSION OVERVIEW

1. **Questions.** If the Bidder has any questions or needs additional information regarding this Bid, please contact the Project Buyer listed on the Notice to Bidders page via email. Any questions **must** reference the IFB Number in the subject line of the email.

2. **Bidders Notice of Intent to Submit a Bid.** Email the Project Buyer of Bidder's intent to Bid. Include the IFB number in the subject line. Bidder will receive an email response verifying Bidder's Notice of Intent email was received. The same procedure should be followed to request clarification of any item in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents Bidder from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than seven (7) days prior to the Bid Submission due date.

3. **Issuance of Addenda.** Bidder is responsible for keeping abreast of the issuance of any Addenda. If the Bidder obtained this IFB through the website (www.tulsaairports.com), Bidder should contact the Project Buyer to receive any addenda to the IFB. In the alternative, Bidder should also monitor the website for any addenda.

4. **Pre-Bid Conference.** If a Pre-Bid Conference is specified, the Bidder **must attend** in person, or in very limited circumstances, may participate via teleconference, at the Project Buyer's discretion.

5. **Bid Submission.** Bidder must consult the Instructions included with this Bid. Failure to submit a fully completed Bid may result in a rejection as non-responsive. Frequently missed requirements:

a. Write the Bid Number, Bid Description, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. BIDDER MUST RETURN THE COMPLETE BID PACKET WITH THE BID.

b. The Purchase Agreement (Form No. 2) must be signed by the person required by the Instructions, Terms, and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT WITH THE AUTHORIZED SIGNATURE MAY RESULT IN REJECTION OF THE BID AS NONRESPONSIVE.

c. All Affidavits must be signed by an authorized person and notarized.

d. If Bid Bonds or Performance Bonds are required the amounts and specifications are listed in the Instructions, Terms and Conditions for Bidders section of this Bid Packet.

e. Insurance. Substantial compliance with the Insurance Requirements specified in the Special Provisions section of this Bid Packet is required.

FORM NO. 1 – BIDDER INFORMATION SHEET

Bidder's Exact Legal Name:

(Also include DBA)

State in which the company is organized:

Bidder's Address (MUST HAVE A “FedEx” ADDRESS):

Street

P.O. Box

City

State

Zip

Bidder's Website Address:

Same address as above?

Project Manager

Name

Address Street

City

State

Zip

Phone

Email

Fax

Legal Contact

Same address as above?

Name

Address Street

City

State

Zip

Phone

Email

Fax

FORM No. 2 – PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT is between the TULSA AIRPORTS IMPROVEMENT TRUST, 7777 Airport Drive Suite A211, Tulsa, Oklahoma, 74158 (TAIT) and:

(Company name – **Must** be the **exact** legal name as shown in organizational documents (*i.e.*, not a DBA) (the “Seller”).

WITNESSETH:

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

Bid No.
Bid Title

(the “Goods and/or Services”); and

WHEREAS, Seller desires to provide such Goods and/or Services to TAIT, and acknowledges that this document constitutes Seller’s offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by TAIT’s Chair, 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 documents comprising this agreement include the entire Bid Packet, any Exhibits, Addenda, and this Purchase Agreement. 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 TAIT the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A Bid Sheet hereto. TAIT agrees to pay Seller the price as set forth in Exhibit A Bid Sheet 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 TAIT, (ii) the TAIT’s Acceptance thereof, and (iii) Seller’s submission and TAIT’s approval of a verified claim for the amount due. TAIT 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 TAIT's Chair executes this Agreement accepting Seller's Bid. No officer, employee or agent except the Chair or Vice Chair of TAIT has the authority to award contracts or legally obligate TAIT to any contract. Seller shall not provide any Goods and/or Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT. If Seller provides any Goods and/or Services to TAIT pursuant to this Agreement before this Agreement is executed by TAIT and the City, such Goods and/or Services are provided at Seller's risk and TAIT 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 issuance of Notice to Proceed and terminating one year from that date. TAIT in its sole discretion may offer Seller an opportunity to renew this Agreement for [REDACTED] additional [REDACTED] year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by TAIT of the Goods and/or Services set forth in this Agreement is subject to TAIT's needs and to TAIT's annual appropriation of sufficient funds in TAIT's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event TAIT does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by TAIT.
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 Special Requirements 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 TAIT, whichever is later, or as **specified in the Special Requirements**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** TAIT 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 TAIT to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by TAIT, then TAIT 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.
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 TAIT.
8. **No Indemnification by TAIT.** Seller understands and acknowledges that TAIT is a public trust, the beneficiary of which is the City of Tulsa, a municipal corporation. Accordingly, and pursuant to Oklahoma law, TAIT 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 TAIT for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. TAIT 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 TAIT, the Tulsa Airport Authority, the City of Tulsa and its officers, employees, councilors, trustees 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 TAIT.** If TAIT is leasing Goods herein, TAIT shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. Subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that TAIT 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 TAIT'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 TAIT accepts Seller's Bid and awards a Purchase Agreement to Seller based on such Bid, TAIT 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 TAIT 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.
14. **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, or 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 TAIT as part of Seller's Bid price when awarding the Bid.
15. **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 TAIT 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.

16. **Notice.** All notices, certificates, statements, demands, requests, consents, approvals, authorizations, offers, agreements, appointments, designations or other communication which may be or are required to be given by either party thereto to the other under this Agreement, shall be made pursuant to the form, method, and receipt provisions below:

(a) **Form of Notice.** All notices, requests, claims, demands and other communications regarding any Terms or Conditions under this Agreement shall be in writing.

(b) **Method of Notice.** All notices shall be given:

- i. by delivery in person; or
- ii. by a nationally recognized next day courier service; or
- iii. by first class, registered or certified mail, postage prepaid; or
- iv. by facsimile; or,
- v. by electronic mail,

to the address of the party specified below:

if to TAIT or the Authority: **and if to Seller:**

Tulsa Airports Improvement Trust	Attn:
Attention: Airports CEO	
7777 Airport Drive, Suite A211	Address:
Tulsa, Oklahoma 74115	City/State/Zip:
notice@tulsaairports.com	
Fax: 918-838-5199	Email:
	Fax:

or such other address as either party may specify in writing pursuant to the Notice provisions contained in this section.

c) **Receipt of Notice.** All notices shall be effective upon (i) receipt by the party to which notice is given, or (ii) on the third (3rd) day following mailing, whichever occurs first. Notices shall be deemed to have been duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by facsimile transmission or by electronic mail (but, in the case of electronic mail, only if followed by transmittal by hand or a national overnight courier for delivery on the next Business Day), (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next Business Day if transmitted by national overnight courier (with confirmation of delivery).

17. **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 TAIT under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of TAIT for any purpose whatsoever, and none shall

be eligible to participate in any benefit program provided by the City of Tulsa, Tulsa Airport Authority, or TAIT for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

18. **Third Parties.** This Agreement is between TAIT 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.
19. **Time of Essence.** TAIT and Seller agree that time is deemed to be of the essence with respect to this Agreement.
20. **Binding Effect.** This Agreement shall be binding upon TAIT and Seller and their respective successors, heirs, legal representatives and permitted assigns.
21. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
22. **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.
23. **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. TAIT does not and will not agree to binding arbitration of any disputes.
24. **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.
25. **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 TAIT and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without TAIT's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

26. **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.
27. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 27.1 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;
 - 27.2 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;
 - 27.3 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;
 - 27.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
 - 27.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
28. **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.

[SIGNATURES ON FOLLOWING PAGE]

Tulsa Airports
Improvement Trust

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.

ATTEST/WITNESS:

By: _____

Title: _____

APPROVED:

TULSA AIRPORTS IMPROVEMENT TRUST

By: _____

Alexis Higgins, AAE
Airports CEO

Chairman

FORM No. 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 Tulsa Airports Improvement Trust, Tulsa Airport Authority and/or 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 Tulsa Airports Improvement Trust, Tulsa Airport Authority and/or the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect (if none, enter NONE):

By: _____
Signature

Title:

Notary Public

My Commission Expires:

Notary Commission Number:

County & State Where Notarized:

FORM No. 4 – NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
) SS
COUNTY OF _____)

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

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 Purchase Agreement 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 Purchase Agreement, or as to any other terms of such prospective Purchase Agreement, 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 Purchase Agreement.

By: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

FORM No. 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 Tulsa Airports Improvement Trust 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 Purchase Agreement 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, Tulsa Airport Authority, Tulsa Airports Improvement Trust, or of any other 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 Purchase Agreement 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.

Remit to:

Attn:

Address:

City:

State/Zip:

Signature:

For:

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

Notary Public

My Commission Expires:

Notary Commission Number:

County & State Where Notarized:

FORM No. 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 Purchase Agreement.

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

For:

Signature

Title: _____

Date: _____

FORM No. 7 – FORM OF BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, the undersigned _____, as Principal, and _____, a corporation, authorized to do surety business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust, Tulsa, Oklahoma, as Obligee in the sum of _____ (\$_____) lawful money of the United States of America for the payment of which sum, well and truly to be made, said Principal and Surety bind themselves, their heirs, personal representative, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT IF THE OBLIGEE, the Tulsa Airports Improvement Trust, shall make any award to the Principal of a contract for Bid _____ Description _____ (PROJECT) according to the terms of the proposal for bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bonds, or other security assurances, for the faithful performance thereof and payment of all costs in connection therewith, with surety or sureties approved by the Obligee; or if the Principal shall in case of failure to do so, pay to the Obligee the damages which the Obligee may suffer by reason of such failure, but not exceeding the penalty of this Bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

IN WITNESS WHEREOF, we have executed this Bid Bond this _____ day of _____, 20____.

Principal

ATTEST:

Secretary

By: _____
President

Address
City
State
Telephone

Surety

By _____
Attorney-in-fact

Address
City
State
Telephone

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

FORM No. 8 – FORM OF PERFORMANCE BOND

Date: _____

Bond No. _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, and _____, a corporation, organized under the laws of the State of _____ and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the Tulsa Airports Improvement Trust in the penal sum of _____ Dollars (\$_____) in lawful money of the United States of America, for the payment of which, well and truly to be made, we bind ourselves and each of us, our heirs, personal representatives, trustees, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Principal entered into a written contract with the Tulsa Airports Improvement Trust, dated _____ for the _____ (the "Contract"), all in compliance with the Contract, Contract Documents, and the plans and specifications therefor, made a part of said Contract and on file in the office of the TULSA AIRPORTS IMPROVEMENT TRUST.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH THAT if said Principal shall, in all particulars, well, truly, and faithfully perform and abide by said Contract and each and every covenant, condition, and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said Contract, the contract documents, and said plans and specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, supplies, materials, and/or repairs and all bills for and labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives from all loss, damages, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its, subcontractors or its or their agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness, or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents, servants, employees, or subcontractors or their servants, agents or employees and if said Principal shall protect and save Tulsa Airports Improvement Trust, its Trustees, officers, agents and representatives harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise it shall be and remain in full force and effect.

Surety, for value received, stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract, or to the work performed thereunder, of the plans, specifications, drawings accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract, or to the work to be performed thereunder and further agrees to all of the terms contained in the Contract.

IN WITNESS WHEREOF, the said Principal has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its duly authorized officers, and the said Surety has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its attorney-in-fact, duly authorized so to do, the day and year first above written.

IN WITNESS WHEREOF, we have executed this Bid Bond this _____ day of _____, 20____.

Principal

ATTEST:

Secretary

By: _____
President

Address
City
State
Telephone

Surety

By _____
Attorney-in-fact

Address
City
State
Telephone

CURRENT POWER OF ATTORNEY MUST BE ATTACHED TO EACH COPY OF BOND

INSTRUCTIONS, TERMS, AND CONDITIONS FOR BIDDERS

1. DEFINITIONS. The following terms have the following meanings when used in the documents comprising this Bid Packet.

ACCEPTANCE. With respect to a Bid, Acceptance shall mean TAIT's selection of a Bid, and subsequently awarded and approved by the TAIT Board, of a Purchase Agreement to the Bidder/Seller.

ACCEPTANCE. With respect to delivery of Goods and/or Services provided under a Purchase Agreement, Acceptance shall mean TAIT's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.

ADDENDA, ADDENDUM, or AMENDMENTS(S) shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by TAIT which shall become a part of the agreement between the parties.

ADVERTISEMENT. A public announcement, as required by local law, inviting bids for Work to be performed and Materials to be furnished.

AIR OPERATIONS AREA. For the purpose of these Specifications, the term Air Operations Area shall mean any area of the Airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated Runway, Taxiway, or apron.

AIRPORT means Tulsa International Airport (TUL) or R.L. Jones, Jr. Riverside Airport (RVS) in Tulsa, Oklahoma.

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.

AWARD. The acceptance, by the Owner, of the successful Bidder's Proposal.

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.

BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a Proposal for the Work contemplated.

BID BOND. The security assurance furnished with the bid to guarantee that the Bidder will enter into the Purchase Agreement if the Bidder's bid is accepted.

BID SUBMISSION DATE shall mean the last date by which TAIT will accept Bids for an Invitation For Bid.

CITY. The City of Tulsa, Oklahoma, a municipal corporation, which shall include the Tulsa Airport Authority ("Authority"), a charter agency thereof.

CONTRACT ITEM (PAY ITEM). A specific unit of Work for which a price is provided in the Purchase Agreement.

CONTRACTOR. The individual, partnership, firm, corporation or limited liability company primarily liable for the acceptable performance of the Work contracted and for the payment of all legal debts pertaining to the Work who acts directly or through lawful agents or employees to complete the Work.

MATERIALS. Any substance specified for use in the performance of the Work.

PERFORMANCE BOND. The approved form of security furnished by the Contractor and his/her Surety, if appropriate, as a guaranty that the Contractor will complete the Work in accordance with the terms of the Purchase Agreement.

PROJECT BUYER shall mean TAIT'S employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing Purchase Agreements herein, and the Airport employee responsible for administering the project on behalf of the Airport.

PURCHASE AGREEMENT. The written agreement covering the Work to be performed. The Awarded Purchase Agreement shall include, but is not limited to: The Advertisement; The Purchase Agreement Form; The Proposal; The Performance Bond, if applicable; any required insurance certificates; The Technical Specifications; and any addenda issued to Bidders.

SELLER shall mean the Bidder whose Bid TAIT selected and awarded a Purchase Agreement.

SIDA. The Security Identification Display Areas (“SIDA”) means that area or areas of the Airport in which a security badge shall be displayed at all times on the outermost garment of clothing.

SUBCONTRACTORS. Those persons or entities having a direct contract with the Contractor to perform any Work or supply any Materials or Equipment required for the Work.

SUPPLEMENTAL AGREEMENT. A written agreement between the Contractor and the Owner covering (1) Work that would increase or decrease the total amount of the Awarded Purchase Agreement, or any Major Contract Item, by more than 25 percent, such increased or decreased Work being within the scope of the originally Awarded Purchase Agreement; or (2) Work that is not within the scope of the originally Awarded Purchase Agreement.

TAIT. The Tulsa Airports Improvement Trust, a public trust organized and existing pursuant to the laws of the State of Oklahoma, the beneficiary of which is the City of Tulsa. Sometimes referred to herein as “Owner” or “Sponsor” and authorized to operate and manage the airports.

END OF DEFINITIONS SECTION

2. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, or email) to the Project Buyer. Bidder should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. At TAIT's discretion, any information or clarification made to Bidder may be communicated to other Bidders that notified TAIT of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. Bidder must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other staff or the Bid may be disqualified, any Purchase Agreement recommendation or Acceptance may be rescinded, or any Purchase Agreement may be terminated and delivered Goods returned at Bidder's expense and TAIT refunded any payments made.
3. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any resulting Purchase Agreement. All modifications, addenda or amendments must be made in writing by TAIT's Project Buyer, or its consultant hired to assist in this Project.
4. **EXAMINATION BY BIDDERS.** Bidder 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 Bidder's own risk.
5. **ADDENDA TO INVITATIONS FOR BID.** TAIT may issue one or more addenda to the Invitation For Bid at any time before the Bid Submission Date, and any such addenda shall become a part of this Agreement. TAIT will attempt to send a notification (by email) of any addenda to those Bidders who have responded to TAIT's Project Buyer of their intent to respond to the Invitation For Bid. However, it is the Bidder's responsibility to inquire about any addenda, which will be available from TAIT's Project Buyer and its website. Bidder must acknowledge receipt of any addenda (Form No. 6) by signing the Acknowledgment of Receipt of Addenda form and attaching it to this Invitation For Bid the Bid. TAIT may reject any Bid that fails to acknowledge any addenda.
6. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, TAIT's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict Bidder to that brand or model, etc. TAIT may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, Bidder is required to furnish the exact item described in the 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 Purchase Agreements are performed. Therefore, TAIT may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to TAIT. In the case of existing Purchase Agreements, Bidder shall give TAIT 30 days advance notice in writing of any such proposed changes or substitutions. TAIT 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.

7. **INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES.** An estimate of quantities of Work to be done and Materials to be furnished under these Specifications is given in the Proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of Proposals and the Award of the Purchase Agreement. TAIT does not expressly or by implication agree that the actual quantities involved will correspond exactly with the estimates; nor shall the Bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the Work. Payment to the Contractor will be paid only for the actual quantities of Work performed or Materials furnished in accordance with the Plans and Specifications. It is understood that the quantities may be increased or decreased as the Project Buyer sees fit to accomplish the Work without in any way invalidating the unit bid prices.
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, Bidder guarantees unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by Bidder 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. With respect to some Invitations for Bid, TAIT may request price adjustment Bids for renewal periods. If price adjustments Bids are requested the specifics of that request will be set forth on the Bid
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Destination, 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.
10. **TAXES.** TAIT is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices. TAIT's exempt status does not pass through to Bidder's Purchase Agreement. Bidder is responsible for determination of any tax liability incurred.
11. **EXAMINATION OF PLANS, SPECIFICATIONS, AND SITE.** The Bidder is expected to carefully examine the site of the proposed Work, the Proposal, Plans, Specifications, and Purchase Agreement forms. Bidder shall satisfy himself as to the character, quality, and quantities of Work to be performed, Materials to be furnished, and as to the requirements of the proposed Purchase Agreement. The submission of a Bid shall be *prima facie* evidence that the Bidder has made such examination and is satisfied as to the conditions to be encountered in performing the Work and as to the requirements of the proposed Purchase Agreement and Specifications.
12. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and when properly executed by an Authorized Agent, the signature is *prima facie* evidence that it was executed 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 TAIT (as evidenced by TAIT's execution of the Purchase Agreement) shall constitute a firm Purchase Agreement.

- 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. BIDDER 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:**

Tulsa Airports Improvement Trust 7777
Airport Drive, Suite A211
Tulsa, Oklahoma 74115
- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for TAIT holidays. TAIT is not responsible for the failure of Bids to be received at the TAIT Office prior to the due date and time.**
- D. Late Bids will be **rejected**. Notwithstanding, in TAIT's sole discretion, exceptions made for the following reasons:**
 1. TAIT is closed for business for part or all of the day on the date the response was due;
 2. If TAIT 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. Bidder must provide documentation of such weather to the satisfaction of TAIT.
 4. TAIT may waive any formalities or minor irregularities in the best interest of competition and/or in the best interest of TAIT.
- E. TAIT will not accept faxed Bids**
- F. TAIT is not responsible for any of Bidder's costs in preparing the Bid response, attending a pre-Bid conference, or any other costs Bidder incurs, 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. Bidder's 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 Bidder must submit is listed on the Notice of Invitation to Bid page 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 TAIT'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. 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. Any corrections to the Bids must be initialed in ink.**

13. DISQUALIFICATION OF BIDDERS. A Bidder shall be considered disqualified for any of the following reasons:

- a.** Evidence of collusion among Bidders. Bidders participating in such collusion shall be disqualified as Bidders for any future Work of TAIT until any such participating Bidder has been reinstated by TAIT as a qualified Bidder.
 - b.** If the Bidder is considered to be in "default" for any reason specified in the subsection titled ISSUANCE OF BID FORMS of this section.
 - c.** TAIT reserves the right to disqualify a Bidder if a determination is made after examination of bids indicating that the Bidder is not properly qualified as required by law, regulations or other bidding documents.
 - d.** No Purchase Agreement will be awarded to any person or persons, firm, partnership, company or corporation that is in arrears to TAIT, the Tulsa Airport Authority ("Authority), and/or the City of Tulsa ("City") upon any debt of contract, or in default as surety or otherwise, upon any obligation to TAIT, Authority and/or City.

14. BID REJECTION OR WITHDRAWAL.

- A. TAIT 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 TAIT.**
- C. A Bid may be rejected if Bidder is currently in default to City or TAIT on any other contract or has an outstanding indebtedness of any kind to City or TAIT.
- D. A Bid may be rejected if Contractor has been deemed to be default under previous contracts with TAIT.
- E. A Bid may be rejected if Contractor has performed Unsatisfactory Work on previous contracts with TAIT.
- F. TAIT has the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- G. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Airport Authority offices before the City's close of business on the Bid Submission Date.

15. PURCHASE ORDER. In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by TAIT to be in the best interests of TAIT, TAIT, 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 TAIT and Bidder/Seller.

16. PURCHASE AGREEMENT AWARD. If a Purchase Agreement is awarded, it will be awarded to the Bidder that TAIT determines is the lowest responsible Bidder meeting specifications. Such Bid analysis may consider price and other factors, such as Bidder qualifications and financial ability to perform the Purchase Agreement, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with TAIT, and guarantees of materials and equipment, as specified in the Bid documents. Unless otherwise noted, TAIT

reserves the right to award a Purchase Agreement by item, one or more groups of items, or all the items in the Bid, whichever is in TAIT's best interest.

17. **CANCELLATION OF AWARD.** TAIT reserves the right to cancel the Award without liability to the Bidder, except return of Proposal Guaranty, at any time before a Purchase Agreement has been fully executed by all parties and is approved by TAIT in accordance with the subsection titled APPROVAL OF PURCHASE AGREEMENT.
18. **REQUIREMENTS OF PURCHASE AGREEMENT BONDS.** At the time of the execution of the Purchase Agreement, if required by the specifications, the successful Bidder shall furnish TAIT a surety bond or bonds that have been fully executed by the Bidder and the Surety guaranteeing the performance of the Work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the Work. The Surety and the form of the bond or bonds shall be acceptable to TAIT. Unless otherwise specified in the specifications, the surety bond or bonds shall be in a sum equal to the full amount of the Purchase Agreement.

Oklahoma Statutes, Title 61 §107 and §113 provide that irrevocable letters of credit may be utilized by Contractors on public improvement projects in lieu of bonds. Under the relevant sections of the statute, a Contractor shall provide the following:

- (a) Bid Bond, certified check, cashier's check, or irrevocable letter of credit – Okla. Stat. tit. 61 §107;
- (b) Payment (statutory) bond or irrevocable letter of credit – Okla. Stat. tit. 61 §113(B)(1);
- (c) Performance Bond or irrevocable letter of credit – Okla. Stat. tit. 61 §113(B)(2)

19. **IRS FORM W-9.** If TAIT selects Bid and awards a Purchase Agreement to Bidder, Bidder will have ten (10) days from notification of the award to provide TAIT with Bidder's complete IRS Form W-9.
20. **NOTICE TO PROCEED.** If TAIT accepts Bidder's Bid and: a) executes the Purchase Agreement, Bidder shall not commence work until authorized to do so by the Project Buyer; or b) if TAIT issues a Purchase Order, it is Notice to Proceed unless otherwise specified..
21. **PAYMENTS.** Invoices should be mailed to: Tulsa Airports Improvement Trust
P.O. Box 581838
Tulsa, Oklahoma 74158

Payment will be made Net 30 days after receipt of a properly submitted invoice or the TAIT's Acceptance of the Goods and/or Services, whichever is later, unless TAIT decides to take advantage of any prompt payment discount included in the Bid.

SPECIAL REQUIREMENTS

- 1. IRREVOCABLE OFFER PERIOD.** Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the Tulsa Airports Improvement Trust's close of business on the Bid Submission Date until days after the Bid Opening Date.
- 2. INSURANCE AND INDEMNIFICATION.** Before the execution of the Purchase Agreement, the Contractor shall obtain all insurance required under this section as specified in the Project Specifications. The Contractor shall not allow any Subcontractor to commence Work until the Subcontractor has also obtained insurance applicable to his Work, including Workers' Compensation and Employer's Liability coverage, which is acceptable to the Contractor. The Contractor shall maintain insurance throughout the life of this Purchase Agreement including the guarantee and maintenance periods.

The Contractor, its principals, partners, employees, agents, representatives, successors or assigns, hereby agree to protect, defend, save harmless and indemnify Owner, the Tulsa Airports Improvement Trust, Tulsa Airport Authority, the City of Tulsa, their Trustees, Councilors, officers, employees and authorized representatives or their successors against any loss, cost, damage, suits, expense, judgment or liability of any kind whatsoever, from or by reason of or on account of, as a result of Work or activities of any nature whatsoever arising directly or indirectly under this Purchase Agreement, including any claims for injury to person or property or death to the party or to employees of the Contractor, the Subcontractors or its principals or of TAIT, the Tulsa Airport Authority or the City of Tulsa.

The Contractor shall purchase and maintain in full force during the life of this Purchase Agreement, Commercial General Liability insurance as shall protect TAIT and the Contractor against losses which may result from claims for damages for bodily injury, including accidental death, as well as from claims for property damages, which may arise from any operations under the Purchase Agreement, whether such operations be those of the Contractor, a Subcontractor or anyone directly or indirectly employed by either of them. Commercial General Liability insurance shall meet the requirements set forth below:

All required coverage, underwritten on an occurrence basis, must be provided by an insurance company authorized to do business in the State of Oklahoma with an AM Best rating of A-VII or better. Contractor may use an excess policy or umbrella to reach required limits. Tulsa Airports Improvement Trust, Tulsa Airport Authority and the City of Tulsa, their trustees, councilors, officers and employees shall be named as additional insureds on all policies except Workers' Compensation and Employer's liability coverage. Certificate(s) of insurance, on a form satisfactory to TAIT, shall be completed and submitted with the Purchase Agreement to be approved by TAIT.

The Contractor shall also purchase and maintain during the life of this Purchase Agreement, Worker's Compensation insurance as required by law for all employees who will Work on this Project and Employer's Liability with a minimum of \$100,000 per accident; \$100,000 for disease any one employee; and \$500,000 for disease any one occurrence. If any Work is provided by Subcontractors, the Contractor shall require each Subcontractor to provide similar Workers' Compensation and Employer's Liability insurance coverage.

Contractor's insurance policies shall contain a Waiver of Subrogation in favor of TAIT, the Tulsa Airport Authority and the City of Tulsa. Each certificate of insurance required hereunder SHALL state that **TAIT will be notified in writing of any alteration, modification, cancellation, non-renewal or expiration of the insurance policy not less than thirty (30) days prior to the effective date thereof, except ten (10) days' notice for non-payment of premium.** The Contractor shall obtain similar or greater insurance prior to the expiration or termination of any existing insurance contract.

The insurance described herein is intended to fully protect TAIT, the Tulsa Airport Authority, the City of Tulsa, their trustees, councilors, officers, servants, employees and authorized representatives or their successors, the Contractor and Subcontractors from any loss whatsoever arising from Contractor's operations. The Contractor and the company issuing such insurance shall prosecute and defend all court actions at no expense to the Owner or to other named insureds.

- 3. LIENS.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of the City of Tulsa or TAIT. Bidder shall deliver all goods to TAIT free and clear of liens. Delivery by Seller to TAIT 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 TAIT as a result of the existence of such liens shall be paid to TAIT by Seller. At TAIT's option, TAIT may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse TAIT for any payments made for such goods.
- 4. DISPOSAL OF MATERIALS AND SUPPLIES.** Contractor shall be responsible for the proper disposal of all Materials, supplies, debris, trash, etc., created as a result of the Contractor's Services. Contractor shall comply with all applicable laws, rules and regulations in force at the time of disposal. All disposals of Materials and supplies shall be pre-approved and are at the discretion of the Project Buyer.
- 5. BID PROTEST PROCEDURE.** Bid protest procedures are set out on our website on the Business Opportunities page of our website at www.tulsaairports.com. Failure to follow the procurement protest procedure set out in TAIT's policies constitutes a waiver of your protest and resulting claims.

Request for Bids

Tulsa Airports Improvement Trust RFB# FY26-061-01 Uninterruptible Power Supply

Invitation to Submit Bids (RFB)

The Tulsa Airports Improvement Trust (TAIT) is soliciting sealed bids from qualified, experienced vendors for the furnishing, delivery, and commissioning of an Uninterruptible Power Supply (UPS) system to be installed at Tulsa International Airport (TUL). The purpose of this Request for Bids (RFB) is to obtain competitive pricing for a reliable and high-quality UPS solution that will support critical airport systems and infrastructure. The selected system must meet TAIT's technical specifications, operational requirements, and applicable safety and regulatory standards. TAIT encourages all qualified bidders to review the RFB documents carefully and submit a complete bid in accordance with the instructions and deadlines outlined herein.

This bid package shall constitute contract documents for the successful bidder. Please read all terms and conditions thoroughly before submitting bids.

Any variations from the specifications listed in the Bid Specifications must be listed on a separate page and included in the bid submittals. Variations from the specifications listed in the Bid Specifications will be considered by the TAIT when awarding the bid.

Each bidder must complete and return the attached Bid Form, filling in the form completely and in full accordance with these instructions; so that the bid is received in the office of the Tulsa Airports Improvement Trust, Tulsa International Airport, Tulsa, Oklahoma, by 12:00 PM (CST), February 2nd, 2026 at which time bids will be opened. Bids received after this specified time will not be given consideration. Bid forms returned without authorized signature will be rejected in whole.

TAIT reserves the right to consider the relative experience and qualifications of each of the respective bidders and to select the bidder to whom it will award the bid.

TAIT reserves the right to reject any and all bids and to waive any informality or irregularity in the submittals. TAIT shall be the sole judge of the adequacy of bidder's qualifications. The TAIT will award the bidder best meeting the airport's needs, as determined by the TAIT in its discretion. The TAIT is not bound to award a contract to the lowest bidder. The TAIT reserves the right to negotiate with one or more bidders after opening bids. The TAIT may, in its discretion, conduct one or more interviews with bidders prior to selection.

Should a bidder find any discrepancy in or omissions from these "Instructions" or other bid documents, he/she should at once notify the TAIT in writing, which will send clarifying written instructions to all prospective bidders. The TAIT will not accept responsibility for any other explanations or interpretations of the instructions. Bids shall be submitted to Attn: Cole Brown, Director of Operations, Tulsa Airports Improvement Trust, 7777 Airport Drive, Suite A211, Tulsa, OK 74115.

Request for Bids and Project Timeline

The following dates are provided for informational purposes and are subject to change with notification.

Request for Bids Issued	January 1, 2026
Written Questions Due	January 20, 2026, at 12:00 PM (CST)
Sealed Bids Due	February 2, 2026, at 12:00 PM (CST)
Interviews/Classifications, if desired by TAIT	February 2, 2026 – February 6, 2026
TAIT Board Approval and Award	February 12, 2026
Execution of Agreement	February 12, 2026

Written Questions

All written questions will be due by January 20, 2026, at 12:00 PM (CST). Please e-mail all questions to ColeBrown@FlyTulsa.com. Answers will be distributed to all interested parties.

All interpretations, corrections, or additions to the RFB will be made only as an official addendum that will be posted to:

<https://flytulsa.com/business/business-opportunities/businessopportunities/> and it shall be the Proposer's responsibility to ensure they have received all addenda before submitting a proposal. Any addendum issued by TAIT shall become part of the RFB, and must be incorporated in the proposal where applicable

Tulsa International Airport
7777 E Apache ST STE A217
TULSA OK 74115-2324

UPS Specifications

STATIC UNINTERRUPTIBLE POWER SUPPLY

GUIDE SPECIFICATION

1.01 SUMMARY

A. This specification describes a three-phase continuous duty, 120 KW on-line, double conversion, solid-state uninterruptible power system, hereafter referred to as the UPS. The UPS shall operate in conjunction with the existing building electrical system to provide power conditioning, back-up and distribution for critical electrical loads. The UPS shall consist of, as required by the project, the UPS module, batteries, or other DC storage systems, and accessory cabinet(s) for transformers, maintenance bypass, and distribution applications, and other features as described in this specification.

1.02 UPS SYSTEM DESCRIPTION

A. UPS System Components: The UPS system shall consist of the following main components:

1. UPS module containing Rectifier(s), Inverter(s), Battery Charger(s), Static Bypass, and associated Control and Monitor Panel.
2. Battery string(s) in Line-and-Match Battery Cabinets or cabinetry provided by 3rd party vendors.
3. Line-and-Match and/or sidecar-type accessory cabinets for transformer, maintenance bypass, parallel tie and distribution applications. Specific accessory availability depends on UPS model.
4. Non-matching wall mounted or floor standing maintenance bypass cabinets or multi-module parallel tie cabinets.

B. UPS Module Modes of Operation: The UPS Module shall operate as an on-line, fully automatic system in the following modes:

1. Normal: Utilizing commercial AC power, the critical load shall be continuously supplied by the Inverter. The Inverter shall power the load while regulating both voltage and frequency. The Rectifier shall derive power from the commercial AC source and shall supply DC power to the Inverter. Simultaneously, the Battery Charger shall charge the battery.
2. Battery: Upon failure of the commercial AC power, the critical load shall continue to be supplied by the Inverter, which shall obtain power from the batteries without any operator intervention. There shall be no interruption to the critical load upon failure or restoration of the commercial AC source. The UPS shall be capable of operating with 432V or 480VDC battery systems.

3. Recharge: Upon restoration of the AC source, the Charger shall recharge the batteries and simultaneously the Rectifier shall provide power to the Inverter. This shall be an automatic function and shall cause no interruption to the critical load.
4. Bypass: If the UPS module must be taken out of the Normal mode for overload, load fault, or internal failures, the static bypass switch shall automatically transfer the critical load to the commercial AC power. Return from Bypass mode to Normal mode of operation shall be automatic. No-break transfer to and from Bypass mode shall be capable of being initiated manually from the front panel.
5. Energy Saver: The UPS shall continuously monitor the voltage and frequency of the bypass source. When the source parameters are within acceptable limits, the UPS will utilize a minimal/optimal combination of its internal subsystems to ensure acceptable power is always delivered to the critical load, at a system efficiency of up to 99.1%. The Energy Saver System shall be enabled by the user and shall be adjustable. It shall incorporate a "High Alert Mode" to automatically (without user intervention) provide maximum power conditioning any time bypass source variation levels exceed preset, adjustable limits. When Energy Saver System is utilized, the UPS shall attenuate ANSI C62.41-type line transients to within IEC and ITIC limits. The Energy Saver System shall be able to distinguish between upstream (utility) faults and downstream (load) faults and react appropriately to protect and support the critical load, without interruption.

1.03 REFERENCES

- A. UL 1778 (Underwriters Laboratories) – Standard for Uninterruptible Power Supply Equipment. Product safety requirements for the United States, 4th Edition.
- B. CSA C22.2 No 107.1(Canadian Standards Association) – Commercial and Industrial Power Supplies. Product safety requirements for Canada.
- C. NEMA PE-1 – (National Electrical Manufacturers Association) – Uninterruptible Power Systems standard.
- D. IEC 62040-2 C3
- E. IEC 62040-3 (International Electrotechnical Commission) – Uninterruptible power systems (UPS) – Part 3: Method of specifying the performance and test requirements.
- F. IEEE 587 (ANSI C62.41) Category A & B (International Electrical and Electronics Engineers) – Recommended practices on surge voltages in low voltage power circuits.
- G. CISPR 22 and 24, FCC Rules and Regulations 47, Part 15, Class A (Federal Communications Commission) – Radio Frequency Devices.

1.04 SUBMITTALS

- A. The UPS shall be supplied with sufficient documentation, including the following manuals:
 1. Installation and Operation Manual: One copy of the installation and operation manual shall be furnished. It shall possess sufficient detail and clarity to enable the owner's technicians or representatives to install and operate the UPS equipment and accessories. The manual shall include the following major items:
 - a) UPS description
 - b) UPS site planning and unpacking
 - c) UPS installation
 - d) Optional accessory installation

- e) UPS theory of operation
- f) Operating procedures
- g) System events
- h) UPS maintenance
- i) Performance and technical specifications
- j) Wiring requirements and recommendations
- k) Physical features and requirements
- l) Cabinet dimensions

1.05 QUALIFICATIONS

- A. The UPS manufacturer shall have a minimum of 20 years' experience in the design, manufacture and testing of solid-state UPS systems. A list of installed UPS systems of the same type as the manufacturer proposes to furnish for this application shall be supplied upon request.
- B. The UPS manufacturer shall have ISO 9001 certification for engineering/R&D, manufacturing facilities and service organization.
- C. The UPS manufacturer shall maintain a staffed 7x24x365 call center for technical and emergency support.
- D. Field Engineering Support: The UPS manufacturer shall directly employ a nationwide field service department staffed by factory-trained field service engineers dedicated to startup, maintenance, and repair of UPS equipment. The organization shall consist of local offices managed from a central location. Field engineers shall be deployed in key population areas to provide on-site emergency response within 24 hours. Third-party service or maintenance will not be accepted.
- E. Spare Parts Support: Parts supplies shall be located in the field to provide 80% of all emergency needs. Parts are stocked in regional logistics centers, ensuring a 95% First Time Fix rate and maximizing system availability.
- F. Product Enhancement Program: The UPS manufacturer shall make available feature upgrade service offerings to all users as they are developed. These upgrades shall be available as optional field-installable kits.
- G. Maintenance Contracts: A complete range of preventative and corrective maintenance contracts shall be provided and offered with the proposal. Under these contracts, the manufacturer shall maintain the user's equipment to the latest factory revisions.

1.06 ENVIRONMENTAL REQUIREMENTS

- A. The UPS shall withstand any combination of the following external environmental conditions without operational degradation.
 - 1. Operating Temperature: +5 degrees C to +40 degrees C (41 degrees F to 104 degrees F) without de-rating (excluding batteries).
 - 2. Storage Temperature: -25 degrees C to +55 degrees C (-13 degrees F to 131 degrees F). Prolonged storage above + 40 degrees C (104 degrees F) will cause rapid self-discharge and permanent damage to the battery.
 - 3. Relative Humidity (operating and storage): 5-95% non-condensing.

4. There shall be at least a 1.8°F (1.0°C) difference between the dry bulb temperature and the wet bulb temperature, at all times, to maintain a non-condensing environment
5. The maximum rate of temperature change shall be limited to 3°F over 5 minutes ($36^{\circ}\text{F}/\text{hour}$), based on the ASHRAE Standard 90.1-2013
6. Elevation:
 - a) Operational: 5000 ft. (1500 m) maximum without de-rating. Above this rating, altitude de-rating as per IEC 62040-3
 - b) Transportation: Capable of air transport, up to 15,000m.

1.07 SAFETY

- A. The UPS shall be certified by Underwriters Laboratories in accordance with UL 1778, 4th Edition.
- B. Cabinets shall be NEMA 1 and IP20 rated.

PART 2 - PRODUCTS

2.01 UPS MODULE STANDARD FEATURES

The UPS module shall consist of the following standard components, housed in a 50 kW, 100kW, 150kW, 200kW, or 250kW frame:

- A. Quantity 1, 2, 3, 4, or 5 identical 50kW UPM Universal Power Modules, each containing:
 1. Rectifier/Charger: The rectifier/charger shall convert incoming AC power to regulated DC output for supplying the inverter and for charging the battery. The rectifier/charger shall be a high-frequency PWM design, using Insulated Gate Bipolar Transistors (IGBTs). The modular design of the UPS shall permit safe and fast removal and replacement of the rectifier/charger module. Mean time to repair (MTTR) for the module shall be no more than 30 minutes in order to return UPS to normal mode. The rectifier/charger module shall also provide the following:
 2. The rectifier shall be capable of drawing power from the utility with a power factor of 0.99 under nominal conditions.
 3. The rectifier shall feature protection circuitry that prevents the IGBTs from sourcing current in excess of their published ratings.
 4. Inverter: The inverter shall feature an IGBT pulse-width-modulation (PWM) design with high-speed switching. The inverter shall also have the following features:
 5. The inverter shall be capable of providing the specified quality output power while operating from any DC source voltage (rectifier or battery) within the specified DC operating range.
 6. The modular design of the UPS shall permit safe and fast removal and replacement of the power module, while in maintenance bypass. Mean time to repair (MTTR) for the module shall be no more than 30 minutes in order to return UPS to normal mode.
 7. The inverter shall feature protection circuitry that prevents the IGBTs from sourcing current in excess of their published ratings.

B. Static Bypass: The bypass shall serve as an alternative source of power for the critical load when an abnormal condition prevents operation in normal mode. The bypass for 50-250kW frames shall consist of a fully rated, continuous duty, naturally commutated static switch for high-speed transfers. The bypass shall feature the following transfer and operational characteristics.

1. Transfers to bypass (for stand alone, and parallel capacity systems) shall be automatically initiated for the following conditions:
 - a) Output overload period expired.
 - b) Critical bus voltage out of limits.
 - c) Internal over temperature period expired.
 - d) Total battery discharge.
 - e) UPS failure.
2. Parallel Redundant UPS systems shall transfer to bypass on conditions (a), (b), and (d) above. Conditions (c) and (e) will result in the affected UPS isolating itself from the parallel bus, allowing the remaining UPS(s) to support the critical load.
3. Uninterrupted automatic re-transfer shall take place whenever the inverter(s) is capable of assuming the critical load.
4. Uninterrupted automatic re-transfers shall be inhibited for the following conditions:
 - a) When transfer to bypass is activated manually or remotely.
 - b) In the event of multiple transfers/re-transfer operations the control circuitry shall limit "cycling" to three (3) operations in any ten-minute period. The third transfer shall lock the critical load on the bypass source, for 60 minutes.
 - c) UPS failure.
5. Uninterrupted manual transfers shall be initiated from the control panel. Uninterrupted manual transfers to bypass and from bypass shall be possible with the inverter logic. During manual transfers to bypass mode, the inverter must verify proper bypass operations before transferring the critical load to the bypass.
6. All transfers to bypass shall be inhibited for the following conditions:
 - a) Bypass voltage out of limits (+10%, to -15% of nominal)
 - b) Bypass frequency out of limits (+/- 4 Hz, adjustable, factory set)
 - c) Bypass out of synchronization
 - d) Bypass phase rotation / installation error
7. Static transfer time: No break, complete in less than 4ms.
8. The bypass shall be manually energized using the control panel or remotely through a building alarm input.

C. Monitoring and control components: The following components shall provide monitor and control capability:

1. Control panel: color LCD, touch sensitive, with LED status indicators.
2. Alarm and metering display.
3. Building alarm monitoring.

- 4. Communication ports: RS-232 and USB.
- D. Battery management system: The UPS shall contain a battery management system which has the following features when used with lead acid batteries:
 - 1. The battery management system shall provide battery time remaining while operating in normal mode and battery mode. Battery time available information shall be displayed real-time, even under changing load conditions. Upon commissioning, battery runtime information shall be available.
 - 2. The battery management system shall automatically test the battery system to ensure that the battery is capable of providing greater than 80% of its rated capacity. Testing the batteries shall not jeopardize the operation of the critical load. Upon detection of the battery string(s) not capable of providing 80%, the UPS system will alarm that the battery needs attention/replacement. The battery test shall be able to detect the following:
 - a) Open battery string
 - b) Shorted battery string (current limit)
 - c) Battery capacity (runtime) less than 80% of “new” battery capacity
- E. Wiring Terminals: The UPS shall contain mechanical compression terminals (adequately sized to accommodate 75 degree C wiring) for securing user wiring to the following locations:
 - 1. Rectifier/charger input connections (3-wire plus ground, or 4-wire plus ground for 4-wire models)
 - 2. Bypass input connections, (for dual source configurations): 3-wire plus ground for 3-wire plus ground output configuration (480Vac), or 4-wire plus ground for 4-wire plus ground output configuration (480/277Vac)
 - 3. DC link connections for battery cabinets (positive and negative plus ground).
 - 4. AC output connections (3 wires plus ground, or 4-wire plus ground for 4-wire models), 4 wire plus ground if distribution accessory cabinet with transformer is utilized.

2.02 UPS MODULE OPTIONS AND ACCESSORIES

The UPS system may include the following options and accessories as required:

- A. Integrated Maintenance Bypass, Distribution, Parallel Tie and Accessory Cabinet(s): Integrated Line-and-Match cabinet(s) shall be provided that include(s):
 - 1. All hardware and interconnecting cable for connection to UPS module.
 - 2. IAC-B (Bypass) Sidecar: Two, three, or four-breaker manual maintenance bypass switch in a sidecar configuration, to isolate UPS module from commercial AC input and critical load. The sidecar may be mounted on either side of the UPS module. Switch shall provide complete isolation of UPS for servicing. Switch shall be make-before-break, interlocked between UPS and bypass to prohibit improper operation.
 - 3. IAC-D (Distribution) cabinet (20-200kW models) : This may be positioned on either side of the UPS module, and may include a K-1, or K-13 rated output isolation and step down transformer. Optionally, the transformer shall meet TP-1 specifications. An optional input step up transformer may be included as well.

A UPS Power Monitoring Software: This system shall continuously monitor critical power elements associated with the UPS, using the communications port on each module and a customer furnished PC. The system shall automatically alarm if any problems arise and notify local or remote personnel of the alarm condition via email, page, or text message.

B. Relay Card: Serial dry contact card providing 4 isolated dry output contacts, 1 isolated input. The relays are programmable.

C. External Battery Cabinet: The battery cabinet shall feature valve regulated, high-rate discharge, lead-acid batteries which provide energy to the support the critical load during a momentary loss of input power to the rectifier. The batteries shall be flame retardant in accordance with UL 94V2 requirements. The battery cabinet shall have the following features:

1. The battery cabinet shall be the same depth and height as the UPS module. A "Slim" (20" width) battery cabinet is optional for 20 to 250kW models, and may contain 1, 2 or 3 strings of batteries.
2. The battery cabinet shall feature a mechanical enclosure of like appearance to the UPS module and shall feature casters for easy installation. Each battery cabinet shall require front access only for installation, service and maintenance. The battery cabinet shall provide bottom cable entry standard and top entry capability via sidecar.
3. Power wiring internal to each battery cabinet shall be factory provided. Each battery cabinet shall feature up to 10 battery trays which can be individually disconnected from the battery cabinet power wiring with quick disconnect devices. Each battery tray shall be firmly secured to the battery cabinet frame with fasteners. Each battery tray shall be removable from the front of the battery cabinet.
4. Up to 4 line and match battery cabinets may be connected to a single UPS, containing 2 or more 50 kW UPMs. Up to 2 battery cabinets may be connected to a single UPS containing only one UPM.
5. For parallel systems, each UPS frame shall have a discrete battery system. A single battery system may not be shared across multiple UPS frames.
6. Each battery cabinet shall feature a DC rated circuit breaker. The circuit breaker within the battery cabinet shall only provide protection to the battery string(s) within that battery cabinet. For battery configurations involving multiple battery cabinets, the batteries in one battery cabinet may be isolated from the DC link via its circuit breaker without disconnecting other battery cabinets from the DC link and the UPS module.
7. The circuit breaker in each battery cabinet shall feature an A/B auxiliary switch. The UPS module shall be capable of monitoring and alarming an open battery cabinet circuit breaker condition.
8. The circuit breaker in each battery cabinet shall feature a 48VDC shunt trip device. The shunt trip shall operate to trip the battery breaker(s) for an emergency power off command or battery disable command.
9. Power and Control wiring between the co-located battery cabinet and the UPS shall be factory provided.
10. The batteries shall be optionally configured with a 1/4" spade type connector for attaching sense leads to each jar to facilitate the future addition of a battery monitoring system.
11. Expected battery life: 200 complete full load discharge cycles when operated and maintained within specifications.

12. Lithium-ion external battery cabinets: these cabinets will be manufactured by a 3rd party battery vendor, and as such will differ from the Eaton-built cabinets described above. They will have the following general features:

- a) Lithium-ion battery systems/cabinets will be equipped with a standard battery management system (BMS) that monitors temperature, voltage and cabinet status, and acts independently of the UPS to protect itself.
- b) Each cabinet will contain a circuit breaker that can be opened automatically by the BMS if conditions require.
- c) Lithium-ion battery systems will have been approved by Eaton for use with the 93PM UPS product, and the UPS will be programmed for use with the specific lithium-ion battery.

D. Internal Batteries: The 50kW UPS frame shall feature internal, valve regulated, high-rate discharge, lead-acid batteries which provide energy to the support the critical load during a momentary loss of input power to the rectifier. The batteries shall be flame retardant in accordance with UL 94V2 requirements.

1. The 50kW frame with internal batteries shall be configurable with either 3, 4, or 5 strings of batteries (12, 16, or 20 battery trays, respectively). Each battery tray shall be removable from the front of the UPS cabinet.
2. The circuit breaker in the 50kW UPS cabinet shall feature an A/B auxiliary switch. The UPS module shall be capable of monitoring and alarming an open battery cabinet circuit breaker condition.
3. The circuit breaker in the 50kW UPS cabinet shall feature a 48VDC shunt trip device. The shunt trip shall operate to trip the battery breaker(s) for an emergency power off command or battery disable command.
4. Expected battery life: 200 complete full load discharge cycles when operated and maintained within specifications.

E. Parallel Systems (20 to 250kW models): Up to 8 UPS modules (UPS “frames”) may be paralleled for N+X redundancy, and/or for increased capacity. Maximum capacity in a parallel-for-capacity system is 1600kW. Maximum capacity for a parallel redundant system is 1550kW, N+1.

1. UPS frames are not required to be identical in terms of quantity of internal UPMs. For example, a 50kW UPS may be paralleled with a 100kW UPS.
2. Additional 50kW UPMs may be field added to any UPS frame in a parallel system.
3. Each UPS frame must have a dedicated battery system, or DC storage system.
4. Each UPS will contain a built-in circuit (Control Area Network, or CAN) for communication of metering and status information between UPS frames. This will not require the use of a separate communication card. Interruption of the CAN bus will not cause the parallel system to fail to support the critical load.
5. Load share balance will be within +/-5% of full load rating.
6. For 2-UPS parallel systems ONLY, an optional sidecar cabinet shall be available to provide 2x module output breakers. A further option provides maintenance bypass (MBS) and maintenance isolation (MIS) switches. This cabinet will be wired and tested with one UPS at the factory and shall ship attached to that UPS.

2.04 UNINTERRUPTIBLE POWER SUPPLY RATINGS AND OPERATING CHARACTERISTICS*

A. UPS Continuous Ratings. The UPS shall be rated:

UPS Rating (max)	Opt. Rating (1)	Opt. Rating (2)	Opt. Rating (3)	Opt. Rating (4)	Opt. Rating (5)	Opt. Rating (6)	Opt. Rating (7)	Opt. Rating (8)
50 kW	40kW	30kW	20kW	--	--	--	--	--
50 kW+1	40kW	30kW	20kW	--	--	--	--	--
100 kW	90kW	80kW	70kW	60kW	50kW	40kW	30kW	20kW
100 kW+1	90kW	80kW	70kW	60kW	50kW	40kW	30kW	20kW
150 kW	140kW	130kW	120kW	110kW	100kW	90kW	80kW	70kW
	60kW	50kW	40kW	30kW	20kW			
150 kW+1	140kW	130kW	120kW	110kW	100kW	90kW	80kW	70kW
	60kW	50kW	40kW	30kW	20kW			
200kW	190kW	180kW	170kW	160kW	150kW	140kW	130kW	120kW
	100kW	90kW	80kW	70kW	60kW	50kW	40kW	30kW
	20kW							
250kW	240kW	230kW	220kW	210kW	200kW	190kW	180kW	170kW
	160kW	150kW	140kW	130kW	120kW	110kW	100kW	90kW
	80kW	70kW	60kW	50kW	40kW	30kW	20kW	
250 kW+1	240kW	230kW	220kW	210kW	200kW	190kW	180kW	170kW
	160kW	150kW	140kW	130kW	120kW	110kW	100kW	
	80kW	70kW	60kW	50kW	40kW	30kW	20kW	

Units may be upgraded to their maximum UPS frame rating when sufficient UPMs are installed, and appropriate firmware settings are implemented.

UPS Rating (max) is the maximum output possible from the UPS (for a load power factor range of 0.8 lagging to 0.8 leading). The UPS shall not require de-rating when supporting a leading or lagging power factor load of 0.8 or greater.

The UPS may be ordered with any of the optional ratings, and later upgraded to its corresponding maximum frame rating (50kW, 100kW, 150kW, 200kW, or 250kW). It is recommended that premises wiring should be sized for the maximum possible rating of the UPS (i.e. to match the UPS frame rating).

B. Acceptable UPS input sources:

1. 3-wire model UPS shall support 3-wire grounded Wye sources. A neutral conductor is not used from the source, and is not supplied to the load
 - a) Single source, single or dual feed: 3-wire grounded neutral wye OR 3-wire high resistance ground
 - b) Dual source, dual feed: 3-wire grounded neutral wye

*TT sources for the UPS must all share the same ground plane.

2. 4-wire model UPS shall support 4-wire grounded Wye sources. A neutral conductor is used from the source and is supplied to the load. Rectifier/charger input:
 3. Nominal three phase input voltage: 480 Vac or 480/277Vac for 4-wire models

- 3-wire plus ground for 3-wire plus ground output configuration or 4-wire plus ground for 4-wire plus ground output configuration
- 4. Operating input voltage range: +10%, -15% of average nominal input voltage without battery discharge. Note the UPS shall “power share” with the battery to -30% of nominal voltage, at full rated load.
- 5. Operating input frequency range shall be 40 to 72Hz.
- 6. Input power factor 0.99 lagging at rated load.
- 7. Normal input current limit: The UPS shall have the following programmable input current limit settings while operating in normal mode:
 - a) Rectifier/charger input current limit shall be adjustable from 100 to 115% of UPS kW rating.
 - b) Battery input current limit shall be adjustable from 0 to 16.5A per 50 kW UPM module. This limit may be extended to 29.3A for loads less than 80%.
- 8. On generator input current limit: The UPS shall have the following programmable input current limit settings while operating in normal mode on generator:
 - a) Rectifier/charger input current limit shall be adjustable from 100% to 115% of UPS full load kW rating.
 - b) Battery recharge input current limit shall be adjustable from 0 to 16.5A per 50kW UPM module. This limit may be extended to 29.3A for loads less than 80%.
- 9. Input current total harmonic distortion (THD) shall be less than 3% at nominal line voltage and 5% nominal source impedance.
- 10. Power walk-in: Ramp-up to full utility load adjustable from 10 amps per second to 1 amp per second.

C. Bypass input:

- 1. Synchronizing bypass voltage range shall be +10, -15% of average nominal input voltage.
- 2. Synchronizing bypass frequency range is +/- 0.5 Hz to +/-4 Hz, user adjustable, and is centered on the nominal frequency. Default setting is +/- 4 Hz.
- 3. Slew rate: 0.5 Hz per second, maximum.
- 4. Bypass and rectifier inputs can be supplied from out of phase sources if required.
- 5. Input surge withstand capability: The UPS shall be in compliance with IEEE 587 (ANSI C62.41), category A & B (6kV).

D. Rectifier/charger output:

- 1. Nominal DC voltage shall be 432 or 480 VDC (open circuit battery voltage). For 4-wire models, nominal DC voltage shall be 480 VDC (open circuit battery voltage).
- 2. Capacity: The rectifier/charger shall support a fully loaded inverter and recharge the battery to 90% of its full capacity within 10 times the discharge when input current limit is set at maximum.
- 3. Low line operation: The rectifier/charger shall be capable of sharing the DC load with the battery when the input voltage falls below the specified operation input voltage range, the “on battery” indicator shall annunciate operation in this mode.

4. DC sensing: DC voltage sensing methods shall be incorporated for providing battery over-voltage protection.
5. Battery charger characteristics: The UPS battery charging system shall have the following characteristics:
 - a) The charger shall be capable of being configured for several charge modes including:
 - (1) A charging mode that increases battery life by allowing the battery to rest, reducing positive plate corrosion
 - (2) A charging mode floating the battery at a set level, which can be adjusted via software.
 - b) UPS module will automatically adjust battery shutdown based upon loading and battery capacity.
 - (1) The UPS module shall automatically adjust the final discharge voltage between 1.67 and 1.75 Volts per cell based on the existing load and the rate and length of discharge.
 - (2) The absolute minimum operational voltage is 1.67 V per cell (adjustable upward).

E. UPS output in normal mode

1. For 3-wire models, nominal output voltage 480V, 3-phase, 3-wire plus ground at the UPS output terminals, or 4 wire plus ground at the output of the IAC-D cabinet with 208V output transformer. Output wiring configuration is based upon input wiring configuration for systems without transformers. For 4-wire models, nominal output voltage 480/277V, 3-phase, 4-wire plus ground at the UPS output terminals.
2. Steady-state voltage regulation (in inverter) shall be within +/- <1% average from nominal output voltage.
3. Transient voltage response shall be per EN62040-3, Class 1, VFI-SS-111.
4. Transient voltage recovery shall be compliant to EN62040-3, Class 1, VFI-SS-111.
5. Linear load harmonic distortion capability: Output voltage THD of less than 1% for 100% linear load.
6. Non-linear load harmonic distortion capability: Output voltage THD of less than 5% for 100% non-linear load when tested using the non-linear load described in IEC 62040-3.
7. Line synchronization range shall be +/- 4Hz, adjustable to +/- 0.5 Hz.
8. Frequency regulation shall be +/- 0.1Hz free running.
9. Frequency slew rate shall be 0.5 Hz/second maximum.
10. Phase angle control:
 - a) Balanced linear load shall be <1 degree from nominal 120 degrees
11. Phase voltage control:
 - a) Balanced linear loads shall be +/- 1% from average phase voltage
 - b) Unbalanced linear loads shall be less than <2% from average phase voltage for 100% load unbalanced

12. Overload current capability (with nominal line and fully charged battery, non-paralleled systems):
 - a) Double Conversion mode: The unit shall maintain voltage regulation for 102% to <110% of resistive/inductive load for 10 minutes, 111% to <125% for 60 seconds, and 126% to 150% for 10 seconds, >151% for 300ms.
 - b) Stored energy mode (typically on battery): The unit shall maintain voltage regulation for 102% to <110% of resistive/inductive load for 10 minutes, 111% to <125% for 60 seconds, and >126% for 300ms
 - c) Energy Saver System operation: Continuous = 110%. Transient = 1000% peak current for 10ms.
 - d) On bypass (single UPS systems): Continuous = 125%. Transient = 1000% peak current for 10ms.
13. Fault clearing current capability: See section 12 above.
14. Static transfer time, inverter to bypass: No break, completed in less than 4ms.
15. Static transfer time, Energy Saver to inverter: No break, completed in less than 4ms maximum, typically <2ms.
16. Common mode noise attenuation :
 - a) -65dB up to 20kHz, -40db up to 100kHz
 - b) > 100dB with isolation transformer
17. Acoustical noise: Noise generated by the UPS under normal operation shall not exceed 65dba at one meter from any operator surface, measured at 25 degrees C (77 degrees F) and full load, per ISO 7779 standard.
18. EMI Suppression: The UPS shall meet FCC rules and regulation 47, part 15, for Class A devices, CISPR22, and IEC62040-2 C2 and C3.
19. Electrostatic discharge (ESD): The UPS shall meet IEC61000-4-2 level 3; 4kV contact/8kV air discharge.
20. Efficiency: The UPS incorporate 3-level power converter design for highest possible efficiency. Full load efficiency for non-derated hardware shall be up to 97%, 50% load efficiency shall be 96.5%, and the UPS shall achieve >95.0% efficiency at 25% load (94% at 25% load, for 4-wire version). These numbers are for N+0 configurations only.
21. The UPS system must maintain Full power capacity of the UPS during any loss of utility power for no less than 15 minutes.

F. UPS Output with Energy Saver System option

1. The Energy Saver System acts to optimize the internal components of the UPS power train to maximize system efficiency when the bypass source is within the following (adjustable) limits: Voltage: +/-10%, and Frequency: +/-3Hz.
2. For 3-wire models, nominal output voltage 480V, 3-phase, 3-wire plus ground at UPS output terminals (or 4 wire plus ground at the output of the IAC-D cabinet with transformer). Output wiring configuration is based upon input wiring configuration for systems without internal transformers. For 4-wire models, nominal output voltage 480/277V, 3-phase, 4-wire plus ground at UPS output terminals.
3. Steady-state voltage regulation shall be within +/- 10% from nominal output voltage.
4. Line synchronization range shall be +/- 4 Hz, adjustable.
5. Frequency regulation shall be +/-4 Hz when bypass source is within the limits in (1) above, and +/- 0.1Hz free running,
6. Overload current capability (with bypass source within the limits of (1) above) Continuous: 110%, Transient: 1000% for 10msec.
7. Static transfer time: No break, typically completed in less than 2ms, including detection time.
8. Acoustical noise: Noise generated by the UPS under normal operation shall not exceed 65dbA at one meter from any operator surface, measured at 25 degrees C (77 degrees F) and full load.
9. EMI Suppression: The UPS shall meet FCC rules and regulation 47, part 15, for Class A devices, CISPR22, and IEC62040-2 C2 and C3.
10. Electrostatic discharge (ESD): The UPS shall meet IEC61000-4-2 level 3; 4kV contact/8kV air discharge.
11. Efficiency: The UPS efficiency shall greater than 99%, over the range of 25% to 100% load; for N+0 configurations only.

*Unless otherwise specified, performance data in Sec 2.05 above is measured under conditions of 100% resistive load for fully rated UPS sizes, 25 degrees C ambient temperature, nominal rectifier and bypass input voltages, and battery system floating.

2.05 MECHANICAL DESIGN

- A. Enclosures: The UPS shall be housed in free-standing double front enclosures (safety shields behind doors) equipped with casters and leveling feet. The enclosures shall be designed for computer room applications. Front doors shall have locks to prevent unauthorized entry.
- B. Modular construction: The UPS shall be comprised of Universal Power Modules (UPMs), each hardware-rated for 50kW, and each including the rectifier, inverter, and battery converter power and control circuitry. These UPMs shall be draw-out assemblies that can be quickly exchanged or replaced as necessary.
- C. Ventilation: The UPS and shall be designed for forced-air cooling. Air inlets shall be on the front of the unit. Air outlet configuration for the UPS, and its accessory cabinet(s) shall be user selectable at time of order to exhaust warm air at the top of the cabinet (row or wall installations), or exhaust at the rear of the cabinet for "hot aisle" configurations. Eighteen inches of clearance over the UPS outlets shall be required for proper air circulation (top exhaust) or working space (rear exhaust). An air filter shall be mounted in the front door of the UPS module.

- D. No back or side clearance or access shall be required for the system. The back and side enclosure covers shall be capable of being located directly adjacent to a wall.
- E. Cable entry: Standard cable entry for the UPS cabinet shall be through the enclosure bottom. Top cable entry shall be facilitated by a sidecar which can be mounted on either side of the UPS.
- F. Front access: All serviceable subassemblies shall be modular and capable of being replaced from the front of the UPS (front access only required). Side or rear access for installation, service, repair or maintenance of the UPS system shall not be required.
- G. Service area requirements: The system shall require no more than thirty-six (36) inches of front service access room and shall not require side or rear access for service or installation.

2.06 CONTROLS AND INDICATORS

- A. Microprocessor controlled circuitry: The UPS controls shall have the following design and operating characteristics:
 - 1. Fully automatic operation of the UPS shall be provided through the use of microprocessor controlled Digital Signal Processing. Start-up and transfers shall be automatic functions and will not require operator intervention.
- B. Digital Front Panel Display: The UPS control panel shall be a 7" touch sensitive, backlit LCD front panel display that includes LED indicators for basic UPS status. Large, luminous, color-coded LED pillars (vertical bars) shall show the UPS status (green, amber, red) and be visible up to 30m from the UPS. The LCD shall display:
 - 1. UPS status (home screen): the LCD screen shall have a color-coded border (header) that turns red on alarm and shows basic UPS status in the header of the display, visible at all times. The header shall alternately show UPS status output voltage and battery time remaining and be visible constantly in all display screens. The home screen shall show load level, average efficiency, and power consumption in kWh. The home screen shall show a system mimic diagram with a color-highlighted power path, operating mode, and active events.
 - 2. Controls tab: Shall provide touch sensitive button controls, with a confirm prompt, for turning the UPS on and off, transfer to/from bypass, and enabling or disabling the battery charger, initiating a battery test, and enabling or disabling Energy Saver System (ESS).
 - 3. Metering tab: The metering screen shall show voltages currents, temperatures, kW, kVA, and power factor (as applicable) for the UPS input, output, bypass source, and battery. Color coded (green, amber, red) bar graph indicators will accompany power and temperature measurements
 - 4. Logs tab: alarm/event queue, active alarms and alarm history, events, status changes and commands, all timed to the 1/1000th second for tracking and analysis.
 - 5. Statistics tab: Numerically and graphically displays the estimated savings afforded by ESS operation over time.
 - 6. Settings tab shall provide button access to user adjustable settings such as, but not limited to date/time, building alarm designations, communications parameter setup, UPS name, user passwords, and display language.

- C. Control Panel Lamp Indicators: The UPS control panel shall provide the following monitoring functions with indicator (icon) LEDs:
 - 1. NORMAL: This green LED shall indicate that the commercial AC utility or generator source is supplying power to the rectifier and the inverter is supporting the critical load.
 - 2. BYPASS: This amber LED shall indicate that the UPS has transferred the load to the bypass circuit.
 - 3. BATTERY: This amber LED shall indicate that the commercial AC utility or generator source has failed, and the battery is supplying power to the inverter, which is supporting the load.
 - 4. ALARM: This red LED and the accompanying audible alarm horn, shall indicate that the UPS detects an alarm condition, outlined in detail in the Logs tab from the home screen and in the operator's manual.

- D. Interface panel: The UPS shall be equipped with an interface panel, located behind a protective cover, which provides the following signals and communication features in a Class 2 environment:
 - 1. Alarm contact: A dry contact for annunciating a summary alarm shall be provided for customer use. This contact shall be Form "C" capable of supplying both N/O and N/C contacts. Contact ratings shall be 5A max at a voltage not to exceed 28VDC or 277VAC.
 - 2. RS232 (EIA / TIA-232) and USB communications interfaces: Circuitry shall be provided for one "host", and one "device" USB connector, and one RS232 (EIA / TIA-232) communication port for connection to automated service department diagnostic tools. This port may be used with simple ("dumb") terminals to gain remote access to all unit operation information.
 - 3. Building alarms: Five inputs shall be provided for monitoring the status of external dry contacts. Building alarms shall be set up through the UPS configuration mode function on the UPS front panel display or via the RS232 (EIA / TIA-232) port.
 - 4. External REPO contacts: Shall be provided to connect an external remote emergency power off switch to shut down the UPS and de-energize the critical load. Normally open or normally closed contacts shall be acceptable.
 - 5. Battery control contacts: Contacts shall be provided to connect the battery shunt trip and auxiliary contact signals from a battery breaker or battery disconnect switch.
 - 6. External bypass indicator connection: A connection point shall be provided to acknowledge that an external maintenance bypass has been closed around the UPS, placing the critical load on utility power.

2.06 COMMUNICATIONS

Any Software or hardware related to Uninterruptible Power Supply (UPS) systems must receive prior approval from the IT Department. This ensures compatibility with existing infrastructure, adherence to security protocols, and compliance with company standards. No UPS- related purchases, installations, or configurations should proceed without documented authorization from IT department.

- A. Communications Bay: The UPS shall be equipped with field configurable communications bays that will accommodate four (4) plug-in communication devices

B. Remote Monitoring:

1. Optional WEB/SNMP communication capabilities will be available for all systems.
2. The UPS shall be able to be monitored remotely via communications devices. UPS manufacturers provide optional communications devices capable of communicating via various industry standard protocols such as RS232, SNMP, BACnet and ModBus. Monitoring of UPS status may also be performed through isolated dry contact Form C relays.

The UPS communication capability should be able to integrate into any industry standard Building Management System (BMS) and/or Network Management System (NMS). The UPS must also be able to be monitored via any standard Internet browser.

All optional hardware interfaces shall be “Hot-swappable” (UPS maintains power to critical applications while changing interfaces).

C. Shutdown:

1. There shall be a mechanism that provides graceful, orderly, unattended, sequential shutdown of one or multiple computers powered by one UPS. This shutdown shall be performed via in-network or out-of-network means. The order of shutdown shall be user-defined, allowing the maximization of runtime on battery for more critical systems.
2. The UPS shall also be capable of interfacing with an operating system's built-in shutdown routine. This shall be done through a cable connection to the communication interface card.

D. Notification:

1. There shall be a mechanism to send alerts to key personnel via email or SNMP traps. An alarm notification may also be sent by a network message.

2.07 UPS MODULE PROTECTION

- A. Rectifier/Charger and Bypass protection shall be provided through individual fusing of each phase.
- B. kAIC rating: 65kAIC for the 50kW frame, and 100kAIC for all of the 100-250kW frames.
- C. Battery protection shall be provided by thermal-magnetic molded-case circuit breakers in each battery cabinet (if standard battery pack is provided) or external protective device for an external battery.
- D. Electronic current limiting circuitry and fuses in the Inverter circuit shall provide output protection.
- E. To comply with agency safety requirements, the UPS module shall not rely upon any disconnect devices outside of the UPS module to isolate the battery cabinet from the UPS module.

PART 3 - EXECUTION

3.01 COMMISSIONING

- A. Factory start-up shall be provided on a 5x8 basis (7 x 24 optional). Start-up service shall be provided at no extra charge and shall include one visit to perform all procedures and tests specified within UPS Installation and Operation manual. UPS manufacturer shall also offer the following optional services:

1. Pre-energize visit to inspect installation and provide guidance to installers as required.
2. Post-start-up visit for alarm notification configuration, operator training, etc.

B. The following procedures and tests shall be performed by Field Service personnel during the UPS startup:

1. Visual Inspection:
 - a) Visually inspect all equipment for signs of damage or foreign materials.
 - b) Observe the type of ventilation, the cleanliness of the room, the use of proper signs, and any other safety related factors.
2. Mechanical Inspection:
 - a) Check all the power connections for tightness.
 - b) Check all the control wiring terminations and plugs for tightness or proper seating.
3. Electrical Pre-check:
 - a) Check the DC bus for a possible short circuit.
 - b) Check input and Bypass power for proper voltages and phase rotation.
 - c) Check all lamp test functions.
4. Initial UPS Startup:
 - a) Verify that all the alarms are in a "go" condition.
 - b) Energize the UPS module and verify the proper DC, walkup, and AC phase on.
 - c) Check the DC link holding voltage, AC output voltages, and output waveforms.
 - d) Check the final DC link voltage and Inverter AC output. Adjust if required.
 - e) Check for the proper synchronization.
 - f) Check for the voltage difference between the Inverter output and the Bypass source.
 - g) Optional on site full-load, step-load, and battery discharge tests using supplier furnished load bank, shall also be offered.
5. Operational Training: Before leaving the site, the field service engineer shall familiarize responsible personnel with the operation of the UPS. The UPS equipment shall be available for demonstration of the modes of operation.

3.03 WARRANTY

All components of the UPS system shall be covered by a standard one-year limited factory warranty and service protection package.

One-year limited factory warranty shall include replacement coverage for the UPS parts for a period of 18 months from shipment or 12 months from start-up, whichever occurs sooner. Labor coverage is for 1 year after product startup.

One-year service protection package shall include 7x24 on-site repair/replacement labor for UPS parts and batteries; 7x24 technical support coverage; and 7x24 remote monitoring service (with

monthly reports for UPS and battery performance). Standard response time shall be 8 hours from receipt of call. Manufacturer shall also offer, as an option, 7x24 on-site service support with guaranteed response times of 4, or 2 hours in certain major metropolitan areas. Additional preventive maintenance visits shall be available as an option for both UPS and battery components.

Manufacturer shall also include Start-up services consisting of: 7x 24 Start-up service of UPS and batteries. On-site user training, Site Audit, installation and commissioning of monitoring service, and validation of one-year limited factory warranty will be performed during the start-up.

Manufacturer shall also offer an optional service plan to provide 7x24 on-site coverage (preventive and corrective) for UPS and batteries, guaranteed response time, remote monitoring, Web access to service site history, annual Site Audit, UPS and battery preventive maintenance visit, and discounts on upgrade and modification kits. Manufacturer should also provide an optional battery service plan to provide parts-and-labor coverage for partial and full battery strings, either with preventive maintenance or replacement coverage.

END

Bid Form

BID NO. FY26-061-01

Vendor meets all specifications and agrees to furnish **one (1) new three-phase continuous duty, 120 KW on-line, double conversion, solid-state uninterruptible power system (UPS)** for the Tulsa Airports Improvement Trust, at Tulsa International Airport, 7777 Airport Drive, Tulsa, OK 74115. Any exceptions to the specifications must be noted.

Company Name: _____

Company Officer: _____

Signature: _____

Pricing: Vendor agrees to sell TAIT the following goods and/or services according to the fixed prices shown below. The vendor must state the total cost necessary to provide all goods and/or services that include all shipping F.O.B. to Tulsa, Oklahoma (prepaid freight), but excludes all federal excise and state sales taxes from which TAIT is exempt.

- 1) **Total Amount:** Furnish One (1) new three-phase continuous duty, 120 KW on-line, double conversion, solid-state uninterruptible power system (UPS):

\$ _____

- 2) **Delivery:** Indicate the number of calendar days required for delivery: _____

REFERENCES

When submitting your bid, please include references that detail at least three (3) properties where you currently provide or have previously provided services. For each reference, include the company name, address, telephone number, and contact person. At least one of these properties should be comparable in size and scope to the work outlined in this contract. Attach this page with your bid submission.

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____

Company Name: _____

Address: _____

Telephone Number: _____

Contact Person: _____
