

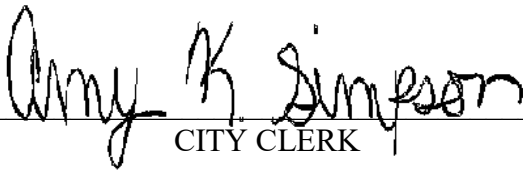
THE CITY OF OKLAHOMA CITY
A Municipal Corporation

CONTRACT

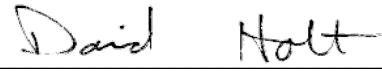
APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

10TH day of SEPTEMBER, 2024.

ATTEST:


CITY CLERK





MAYOR

Reviewed for form and legality.


ASSISTANT MUNICIPAL COUNSELOR

AVAILABILITY OF FUNDS CERTIFICATE

I, the undersigned encumbering officer of The City of Oklahoma City do hereby certify that the designated fund and account number as follows: Police Sales Tax Fund - Police Capital - Vehicles – Armored Vehicle - Vehicles (1202-4205500-11052-ARMORED_VEHICLE-54165004) has a sufficient balance to satisfy this obligation of One hundred eighty-nine thousand nine hundred and no cents (\$189,900).


ENCUMBERING OFFICER of The City of Oklahoma City

Supplier: **The Armored Group**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **The Armored Group, LLC** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment **1% 10 Days**

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Jeremy Johnson

Type Name of Authorized Agent

Director, Law Enforcement Division

Title of Authorized Agent

**The Armored Group, LLC, 5221 N. Saddle Rock Dr,
Phoenix**

Company Name and Address

85018

Zip Code

Phone: 602-840-2271 Fax: 602-840-6162

Telephone Number and Fax Number if any

**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT**

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**THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED
WITH THE BID OR THE BID WILL BE REJECTED**

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NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ←

Jeremy Johnson
Type Name of Authorized Agent/Representative
The Armored Group, LLC
Company Name
5221 N. Saddle Rock Drive, Phoenix, AZ
Address
Phone: 602-840-2271 Fax: 602-840-6162
Telephone Number and Fax Number, if any

Director, Law Enforcement Division
Title
85018
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
Missouri) SSS
County of *)
Christian

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this 16 day of July, 2024 by Jeremy Johnson
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

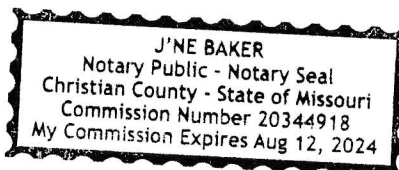
My Commission Number: 20344918

J'NE BAKER

My Commission Expires: 8-12-24
[Date/Year]

Type Name of Notary Public

J'NE BAKER J'NE BAKER

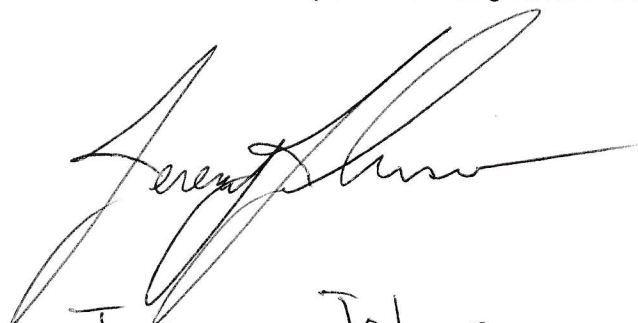


[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

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(See Electronic Signatures in Global and National Commerce Act for more information.)


Jeremy Johnson

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Supplier: The Armored Group**NON-COLLUSION AFFIDAVIT****BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

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The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Jeremy Johnson
Type Name of Authorized Agent/Representative
The Armored Group, LLC
Company Name
5221 N. Saddle Rock Drive, Phoenix, AZ
Address
Phone: 602-840-2271 Fax: 602-840-6162
Telephone Number and Fax Number, if any

Director, Law Enforcement Division
Title
85018
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
Missouri) SSS
County of *)
Christian

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before **16** day of **July**, **2024** by **J'ne Bake**
me on this
[Day] [Month] [Year] [Print the name of the
agent/representative who signed
above.]

My Commission Number: **20344918** **J'ne Baker**
[Oklahoma] Type Name of Notary Public
My Commission Expires: **August 12, 2024**
[Date/Year]

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

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(See Electronic Signatures in Global and National Commerce Act for more information.)

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes Jeremy Johnson to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of The Armored Group, LLC
(CONTRACTING ENTITY)

Sincerely,


Signature of Authorizing Officer

CEO and President
Printed Title

9/4/2024
Date

Robert Pazderka
Printed Name of Authorizing Officer

paz@armoredcars.com
Email Address of Authorizing Officer

NOTE: If the Contracting Entity is a(n):

Corporation	The authorizing officer <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer <u>must</u> be: General Partner
Joint Venture	The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

Supplier: The Armored Group**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID****SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name: **The Armored Group, LLC**

Address: **5221 N. Saddle Rock Drive, Phoenix, AZ 85018**

Contact Person: **Jeremy Johnson** Email Address: **jeremy@armoredcars.com**

Telephone Number: **602-840-2271** Fax Number: **602-840-6162**

Billing Contact:

Company Name: **The Armored Group, LLC**

Address: **5221 N. Saddle Rock Drive, Phoenix, AZ 85018**

Contact Person: **Jacque Hughes** Email Address: **jacque@armoredcars.com**

Telephone Number: **602-840-2271** Fax Number: **602-840-6162**

Service Contact:

Company Name: **The Armored Group, LLC**

Address: **5221 N. Saddle Rock Drive**

Contact Person: **Mike Cupp** Email Address: **mikec@armoredcars.com**

Telephone Number: **602-840-2271** Fax Number: **602-840-6162**

After Hours Emergency Number(s) **Mike Cupp: 734-486-6029**

After Hours Emergency Number(s) **Jeremy Johnson: 817-291-4956**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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The Armored Group

Bid Contact **Edgar McGauley**
edgar@armoredcars.com
Ph 602-840-2271
Fax 602-840-6162

Address **5221 N SADDLE ROCK DR**
Phoenix, AZ 85018

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
25401--01-01	Armored Vehicle: Price for Vehicle	Supplier Product Code: Armored Protector SUV Supplier Notes: Hard copy of Bid is attached with manually filled out and signed notarized documents.	First Offer - \$186,400.00	1 / each	\$186,400.00 Y Y
25401--01-02	Armored Vehicle: Price for Freight	Supplier Product Code: Freight	First Offer - \$3,500.00	1 / each	\$3,500.00 Y
25401--01-03	Armored Vehicle: Price for warranty	Supplier Product Code: Warranty Supplier Notes: We offer a 2 year/unlimited mile armor parts and labor warranty. We generally work with the agency's local shop or approved shops to perform warranty repairs. TAG would have the shop send us the bill on warranty approved items. I have attached a warranty document.	First Offer - \$0.00	1 / each	\$0.00 Y Y
25401--01-04	Armored Vehicle: Price for additional labor	Supplier Product Code: Warranty Labor Supplier Notes: We offer a 2 year/unlimited mile armor parts	First Offer - \$0.00	1 / each	\$0.00 Y

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and labor warranty. We generally work with the agency's local shop or approved shops to perform warranty repairs. TAG would have the shop send us the bill on warranty approved items. I have attached a warranty document in the previous section.

25401--01-05	Armored Vehicle: Questionnaire	Supplier Product Code: Questionnaire	First Offer -	1 / each	Y	Y
			Lot Total		\$189,900.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
25401--02-01	W-9: W-9	Supplier Product Code: W9	First Offer -	1 / each	Y	Y
			Lot Total		\$0.00	
			Supplier Total		\$189,900.00	

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Supplier: **The Armored Group****COMPLIANCE QUESTIONNAIRE**

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

The City recognizes that different manufacturers will have their own design of equipment and engineering details, which deviate from the City's specifications. The City will consider such deviations, if any, provided the equipment bid conforms to the City's basic specifications and meets the functional performance, and operational needs of the City. The vendor's however, spell out clearly all such deviations on the bid and provide supportive literature and specifications. Failure to do so could result in bid rejection.

Vendors are to indicate compliance in the appropriate box. Explain all No responses.

REQUIREMENTS:**COMPLIANCE**

1. ENGINE	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Motor- 6.2L V8 gas motor Transmission- Automatic 10 Speed Drive-Type- Four-wheel drive Battery Upgrade		
EXCEPTION(S):		
2. INTERIOR	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Seating Capacity- 2+2+2 Rear Seat (3 rd Row) OEM 3 rd row seat turns to face rear. Inner Door Trim Added deck plate and reinforcement rods to stabilize OEM door trim. Fire extinguisher mounted		
EXCEPTION(S):		
3. EXTERIOR ACCESSORIES	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Glass Tinted Windshield replaced with curved transparent armor. Door glass replaced with transparent armor Rear quarter glass left OEM and tinted to not allow visibility of internal ballistic steel inserts Driver and Passenger front windows partially operational Hinged armored flip down window in rear barn door. Rear Barn Door Rear door to remain stock. B6/ NIJ III Armored barn door system with large B6/NIJ III rated glass insert Added gun port through armored barn door B6/ NIJ III rated flip down/ hinged ballistic window. Bumpers Heavy duty front ram bumper pre-cut to fit winch Reinforced rear bumper Winch		

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Minimum 16,500 lb Electric Power Winch
Synthetic cable, shackles, snatch blocks, and kinetic rope.

Front Hood Clip

B6/ NIJ III Armor added behind front fenders

B6/ NIJ III radiator protection and additional cooling fan

Heavy duty side running boards

Grip grated side heavy duty, stationary, running boards

EXCEPTION(S):

4. COMMUNICATIONS SYSTEMS:

Yes ☒

No ☐

Radio Prep Package

Run wires for customer installed radio, power and antenna (Provided by Oklahoma City Radio Shop)

Plastix Plus Center Console cut for Harris XG25M dash mount radio and Federal Signal Pathfinder 17 Button Controller.

Cameras

Front and Rear cameras added to allow use at all times(not a factory reverse camera)

Camera viewing monitor mounted in front cab area

Monitor to allow simultaneous view of both cameras or individual view

Computer Workstation (Plastix Plus Center console mount)

External pole mount with MDC mount similar to what is installed in command vehicles for Panasonic FZ-55 laptop.

Axon Camera/ GPS Installation

Purchase and install Axon camera (If possible)

Axon Fleet 3 System that works with Axon Respond and Respond+

EXCEPTION(S):

5. SAFETY & AUTOMATION SYSTEM:

Yes ☒

No ☐

Emergency Lighting (to meet Oklahoma State Statute for Emergency Vehicle)

Federal Signal, Pathfinder 17 button controller Control and Lights

LED flashers in grill, rear, and sides

Clear lenses to be discreet

Front and Rear ILS

1 or 2 pair of grill/bumper lights

Set of lights side facing, front wheel opening or (under mounts on the mirror)

Cargo area side windows

Rear facing D pillar lights (Quad light, entire housing)

Blue Strobe in taillight housing

Siren with PA

Secondary PA Mic in Rear

EXCEPTION(S):

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6. ARMOR:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<p>Armor Level NIJ III/ B6, capable of stopping 7.62x51 All vertical panels and roof armored, including door panels. Rear barn door insert with B6/ NIJ III armored, flip down window</p> <p>Floor Armor Blast absorbent flooring material.</p> <p>Firewall Complete internal firewall armored to B6/ NIJ III</p> <p>Overlaps Overlap around each window using B6/ NIJ III rated ballistic material. All pillar posts A, B, C, and D armored and made to match interior and look OEM in appearance.</p> <p>Battery, CPU, and Tailpipe Protection Battery and CPU protected by ballistic steel Tailpipe screen</p> <p>Tires & Rims OEM Rims Reinstalled HD Tire set with higher payload rating Run flat system installed</p> <p>Fuel Tank OEM Fuel tank with added protection/ self-sealing</p> <p>Ballistic skip round shields</p> <p>Suspension & Brakes Upgraded heavy duty suspension designed for armored vehicle Upgraded Brake System for front and rear</p>		
EXCEPTION(S):		
7. CONTACT INFORMATION for Warranty Service: Vendor will come to Oklahoma City or pay for a local repair shop to conduct warranty work.		
<p>Firm Name: The Armored Group, LLC Address: 5221 N. Saddle Rock Drive Phoenix, AZ 85018 Individual to Contact: Mike Cupp Telephone: 602-840-2271 Fax: 602-840-2271 Email Address: mikec@armoredcars.com Website: www.armoredcars.com</p>		

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The Armored Group

Item: **Armored Vehicle:Questionnaire**

Attachments

Questionnaire for Packet_for_Bid_25401 The Armored Group, LLC pages 28 - 30.pdf

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COMPLIANCE QUESTIONNAIRE

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

The City recognizes that different manufacturers will have their own design of equipment and engineering details, which deviate from the City's specifications. The City will consider such deviations, if any, provided the equipment bid conforms to the City's basic specifications and meets the functional performance, and operational needs of the City. The vendor's, however, spell out clearly all such deviations on the bid and provide supportive literature and specifications. Failure to do so could result in bid rejection.

Vendors are to indicate compliance in the appropriate box. Explain all No responses.

REQUIREMENTS:**COMPLIANCE**

1. ENGINE	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Motor- 6.2L V8 gas motor Transmission- Automatic 10 Speed Drive-Type- Four-wheel drive Battery Upgrade		
EXCEPTION(S): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
2. INTERIOR	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Seating Capacity- 2+2+2 Rear Seat (3 rd Row) OEM 3 rd row seat turns to face rear. Inner Door Trim Added deck plate and reinforcement rods to stabilize OEM door trim. Fire extinguisher mounted		
EXCEPTION(S): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
3. EXTERIOR ACCESSORIES	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Glass Tinted Windshield replaced with curved transparent armor. Door glass replaced with transparent armor Rear quarter glass left OEM and tinted to not allow visibility of internal ballistic steel inserts Driver and Passenger front windows partially operational Hinged armored flip down window in rear barn door. Rear Barn Door Rear door to remain stock. B6/ NIJ III Armored barn door system with large B6/NIJ III rated glass insert Added gun port through armored barn door B6/ NIJ III rated flip down/ hinged ballistic window. Bumpers Heavy duty front ram bumper pre-cut to fit winch Reinforced rear bumper Winch Minimum 16,500 lb Electric Power Winch		

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Synthetic cable, shackles, snatch blocks, and kinetic rope.

Front Hood Clip

B6/ NIJ III Armor added behind front fenders

B6/ NIJ III radiator protection and additional cooling fan

Heavy duty side running boards

Grip grated side heavy duty, stationary, running boards

EXCEPTION(S):

4. COMMUNICATIONS SYSTEMS:

Yes ☒

No ☐

Radio Prep Package

Run wires for customer installed radio, power and antenna (Provided by Oklahoma City Radio Shop)

Plastix Plus Center Console cut for Harris XG25M dash mount radio and Federal Signal Pathfinder 17 Button Controller.

Cameras

Front and Rear cameras added to allow use at all times(not a factory reverse camera)

Camera viewing monitor mounted in front cab area

Monitor to allow simultaneous view of both cameras or individual view

Computer Workstation (Plastix Plus Center console mount)

External pole mount with MDC mount similar to what is installed in command vehicles for Panasonic FZ-55 laptop.

Axon Camera/ GPS Installation

Purchase and install Axon camera (If possible)

Axon Fleet 3 System that works with Axon Respond and Respond+

EXCEPTION(S):

5. SAFETY & AUTOMATION SYSTEM:

Yes ☒

No ☐

Emergency Lighting (to meet Oklahoma State Statute for Emergency Vehicle)

Federal Signal, Pathfinder 17 button controller Control and Lights

LED flashers in grill, rear, and sides

Clear lenses to be discreet

Front and Rear ILS

1 or 2 pair of grill/bumper lights

Set of lights side facing, front wheel opening or (under mounts on the mirror)

Cargo area side windows

Rear facing D pillar lights (Quad light, entire housing)

Blue Strobe in taillight housing

Siren with PA

Secondary PA Mic in Rear

EXCEPTION(S):

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6. ARMOR:	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
<div>Armor Level NIJ III/ B6, capable of stopping 7.62x51 All vertical panels and roof armored, including door panels. Rear barn door insert with B6/ NIJ III armored, flip down window</div> <div>Floor Armor Blast absorbent flooring material.</div> <div>Firewall Complete internal firewall armored to B6/ NIJ III</div> <div>Overlaps Overlap around each window using B6/ NIJ III rated ballistic material. All pillar posts A, B, C, and D armored and made to match interior and look OEM in appearance.</div> <div>Battery, CPU, and Tailpipe Protection Battery and CPU protected by ballistic steel Tailpipe screen</div> <div>Tires & Rims OEM Rims Reinstalled HD Tire set with higher payload rating Run flat system installed</div> <div>Fuel Tank OEM Fuel tank with added protection/ self-sealing</div> <div>Ballistic skip round shields</div> <div>Suspension & Brakes Upgraded heavy duty suspension designed for armored vehicle Upgraded Brake System for front and rear</div>	
EXCEPTION(S): <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div>	
7. CONTACT INFORMATION for Warranty Service: Vendor will come to Oklahoma City or pay for a local repair shop to conduct warranty work.	
<div>Firm Name: <input type="text" value="The Armored Group, LLC"/></div> <div style="margin-top: 10px;"><div>Address: <input type="text" value="5221 N. Saddle Rock Drive
Phoenix, AZ 85018"/></div><div>Individual to Contact: <input type="text" value="Jeremy Johnson"/></div><div>Telephone: <input type="text" value="817-291-4956"/></div><div>Fax: <input type="text" value="602-840-6162"/></div><div>Email Address: <input type="text" value="jeremy@armoredcars.com"/></div><div>Website: <input type="text" value="www.armoredcars.com"/></div></div>	

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The Armored Group

Item: **Armored Vehicle:Armored Vehicle:Price for Vehicle**

Attachments

Packet_for_Bid_25401 The Armored Group, LLC Main Copy.pdf

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Solicitation 25401

ARMORED VEHICLE

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 25401
ARMORED VEHICLE

Bid Number	25401
Bid Title	ARMORED VEHICLE
Expected Expenditure	\$200,000.00 (This price is expected - not guaranteed)
Bid Start Date	Jun 20, 2024 7:49:24 AM CDT
Bid End Date	Jul 17, 2024 10:00:00 AM CDT
Question & Answer End Date	Jul 12, 2024 12:00:00 PM CDT
Bid Contact	Caleb Gutel caleb.gutel@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Jennifer Swann Jennifer.swann@okc.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Pre-Bid Conference	Jun 27, 2024 10:00:00 AM CDT Attendance is optional Location: A non-mandatory pre-proposal meeting will be held on June 27, 2024 at 10:00:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 283 968 157 116 and Passcode: DMTB5A to log into the teams meeting. To dial in call +1(405) 534-4946, phone conference ID: 774 285 097#.
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.
Bid Comments	The Expected Expenditure amount of \$200,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such items or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information. INTENT: To purchase an armored vehicle for use by the City of Oklahoma City's Police Violent Crime Apprehension Team. The vehicle will be used during warrant operations, criminal take downs, and other high-risk patrol activities. Bidders are encouraged to submit cost saving solutions for purchasing, maintenance, and management of the vehicle and incorporated technology systems. Do not Zip File.

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Item	25401--01-01 - Armored Vehicle: Price for Vehicle
Lot Description	Armored Vehicle
Quantity	1 each
Unit Price	<input type="text" value="\$186,400.00"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter the cost of the base vehicle as described in the bid and attach brochure and product specifications to this line item.

Item	25401--01-02 - Armored Vehicle: Price for Freight
Lot Description	Armored Vehicle
Quantity	1 each
Unit Price	<input type="text" value="\$3,500.00"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter unit price for equipment delivery, if applicable, to this line item.

Item	25401--01-03 - Armored Vehicle: Price for warranty
Lot Description	Armored Vehicle
Quantity	1 each
Unit Price	<input type="text" value="Included in Price"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter a unit price for warranty coverage including any additional services, repair, or parts.

Item	25401--01-04 - Armored Vehicle: Price for additional labor
Lot Description	Armored Vehicle
Quantity	1 each
Unit Price	<input type="text" value="Included in Price"/>
Delivery Location	City of Oklahoma City and its Trusts
	See Bid Packet for Location(s)
	N/A

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Oklahoma City OK 73102
Qty 1

Description

Enter a unit price for warranty coverage including any additional services for labor.

Item **25401--01-05 - Armored Vehicle: Questionnaire**
Lot Description **Armored Vehicle**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Please attach the completed questionnaire to this line item.

Item **25401--02-01 - W-9: W-9**
Lot Description **W-9**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Please attach a current W-9 on the IRS Form.

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Jeremy Johnson

Type Name of Authorized Agent

Director, Law Enforcement Division

Title of Authorized Agent

The Armored Group, LLC, 5221 N. Saddle Rock Dr, Phoenix, AZ

Company Name and Address

85018

Zip Code

Phone: 602-840-2271 Fax: 602-840-6162

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID**SUPPLIER CONTACT INFORMATION**

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name:
Address:
Contact Person: Email Address:
Telephone Number: Fax Number:

Billing Contact:

Company Name:
Address:
Contact Person: Email Address:
Telephone Number: Fax Number:

Service Contact:

Company Name:
Address:
Contact Person: Email Address:
Telephone Number: Fax Number:

After Hours Emergency Number(s)
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**The City of
OKLAHOMA CITY**
and its Trusts

**ELECTRONIC BID PACKET
ARMORED VEHICLE
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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.

8. PAYMENTS AND DISCOUNTS:

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
- (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

9. LATE INVOICES: If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (*See* 62 Okla. Stat. 2010 § 310.4).**10. DELIVERY:**

- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
- (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.

11. AWARD OF PRICING AGREEMENT/CONTRACTS: The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.**12. PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.**13. PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.**14. TERMINATION:**

- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.

15. COMPLIANCE WITH APPLICABLE LAWS: All Bidders must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.**16. SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.***17. RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.**18. REFERENCES:** The Contracting Entity has the right to request references from bidders.**19. BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.C
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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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BID SPECIFICATIONS

ARMORED VEHICLE

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**BID SPECIFICATIONS
ARMORED VEHICLE
Instructions to Bidders**

INTENT: To purchase an armored vehicle for use by the City of Oklahoma City's Police Violent Crime Apprehension Team. The vehicle will be used during warrant operations, criminal take downs, and other high-risk patrol activities. Bidders are encouraged to submit cost saving solutions for purchasing, maintenance, and management of the vehicle and incorporated technology systems.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

SUBSTITUTE OFFERS: If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

BIDDER: Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

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6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes and exceptions by Bidder.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

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3. Invoices must contain the following information:
 - a. Bidder's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - (1) description/stock number
 - (2) unit price
 - (3) quantity
 - (4) unit of issue (each, box, dozen, pound, etc.)
 - (5) total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense; or
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

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SAFETY DATA SHEETS: Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

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BID SPECIFICATIONS
Other Provisions

ADDENDA: It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

INDEMNITY REQUIREMENTS: The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than two-hundred thousand dollars (\$200,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

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All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

ACORD FORM: The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.” [The City of Oklahoma City and its participating public trusts]

The solicitation number, **BID 25401**, shall also be referenced in the policy description.

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
Procurement Services Division
Attn: Gutel, Caleb, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Caleb.Gutel@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To purchase an armored vehicle for use by the City of Oklahoma City's Police Violent Crime Apprehension Team. The vehicle will be used during warrant operations, criminal take downs, and other high-risk patrol activities. Bidders are encouraged to submit cost saving solutions for purchasing, maintenance, and management of the vehicle and incorporated technology systems.

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting will be held on June 27, 2024 at 10:00:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 283 968 157 116 and Passcode: DMTB5A to log into the teams meeting. To dial in call +1(405) 534-4946, phone conference ID: 774 285 097#.

USED, SHOPWORN, DEMONSTRATOR, REMANUFACTURED, RECONDITIONED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

The respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect as awarded, will not be accepted.

The unit shall be completely assembled and adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation upon delivery.

The City recognizes that different manufacturers will have their own design of equipment and engineering details, which might deviate from the City's specifications. The City will consider such deviations, if any, provided the equipment bid conforms to the City's basic specifications and meets the functional, performance, and operational needs of the City. The vendor should, however, spell out clearly all such deviations on the bid and provide supportive literature and specifications. Failure to comply could result in bid rejection.

These specifications and the compliance questionnaire, which constitute a vital part of the vendor's bid proposal, must be fully completed in Periscope. This questionnaire is mandatory and if a potential vendor fails to complete the form, this action may result in bid rejection. Bidders are expected to provide all materials and equipment necessary to perform installation and repair services, including airbag lift equipment. All components and installation techniques should be current technology and comply with all governing laws and statutes. Proposer will be responsible for coordination with other contractors, the City's Information Technology Department and other City Department and Trust representatives.

COMPLIANCE QUESTIONNAIRE: Bidder must complete the Compliance Questionnaire, in order to be considered for an award. Any "no" response must be explained in the comment field for that section. If the item does not meet or exceeds the specification, mark no and explain your response. **Detailed technical specifications are within the Compliance Questionnaire.**

ACORD FORM: The policy description shall state the following: "Additional insured(s) on the listed policies are those required in the contract." [The City of Oklahoma City and its participating public trusts]

SOLICITATION NUMBER: The solicitation number **BID 25401** shall also be referenced in the policy description.

TECHNICAL QUESTIONS: Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

DELIVERY: The number of days after receipt of purchase order, FOB Oklahoma City must be indicated in the Line Item area of the electronic bidding system. The units are to be delivered to the following address:

LOCATION:

Oklahoma City Police Department
1400 S Portland Ave
Oklahoma City, OK 73108

PRICING: Pricing must be submitted through the Line Item area of the electronic bidding system.

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of _____
(CONTRACTING ENTITY)

Sincerely,

_____ Signature of Authorizing Officer	_____ Printed Title	_____ Date
_____ Printed Name of Authorizing Officer	_____ Email Address of Authorizing Officer	

NOTE: If the Contracting Entity is a(n):	
Corporation	The authorizing officer <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer <u>must</u> be: General Partner
Joint Venture	The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

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(Published in *The Journal Record* on June 20, 2024)

NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m. CDT, on the 17 day of July, 2024, for the following:

BID25401 – ARMORED VEHICLE

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting will be held on June 27, 2024 at 10:00:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 283 968 157 116 and Passcode: DMTB5A to log into the teams meeting. To dial in call +1(405) 534-4946, phone conference ID: 774 285 097#.

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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COMPLIANCE QUESTIONNAIRE

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

The City recognizes that different manufacturers will have their own design of equipment and engineering details, which deviate from the City's specifications. The City will consider such deviations, if any, provided the equipment bid conforms to the City's basic specifications and meets the functional performance, and operational needs of the City. The vendor's, however, spell out clearly all such deviations on the bid and provide supportive literature and specifications. Failure to do so could result in bid rejection.

Vendors are to indicate compliance in the appropriate box. Explain all No responses.

REQUIREMENTS:**COMPLIANCE**

1. ENGINE	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Motor- 6.2L V8 gas motor Transmission- Automatic 10 Speed Drive-Type- Four-wheel drive Battery Upgrade		
EXCEPTION(S): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
2. INTERIOR	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Seating Capacity- 2+2+2 Rear Seat (3 rd Row) OEM 3 rd row seat turns to face rear. Inner Door Trim Added deck plate and reinforcement rods to stabilize OEM door trim. Fire extinguisher mounted		
EXCEPTION(S): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
3. EXTERIOR ACCESSORIES	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
Glass Tinted Windshield replaced with curved transparent armor. Door glass replaced with transparent armor Rear quarter glass left OEM and tinted to not allow visibility of internal ballistic steel inserts Driver and Passenger front windows partially operational Hinged armored flip down window in rear barn door. Rear Barn Door Rear door to remain stock. B6/ NIJ III Armored barn door system with large B6/NIJ III rated glass insert Added gun port through armored barn door B6/ NIJ III rated flip down/ hinged ballistic window. Bumpers Heavy duty front ram bumper pre-cut to fit winch Reinforced rear bumper Winch Minimum 16,500 lb Electric Power Winch		

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Synthetic cable, shackles, snatch blocks, and kinetic rope.

Front Hood Clip

B6/ NIJ III Armor added behind front fenders

B6/ NIJ III radiator protection and additional cooling fan

Heavy duty side running boards

Grip grated side heavy duty, stationary, running boards

EXCEPTION(S):

4. COMMUNICATIONS SYSTEMS:

Yes ☒

No ☐

Radio Prep Package

Run wires for customer installed radio, power and antenna (Provided by Oklahoma City Radio Shop)

Plastix Plus Center Console cut for Harris XG25M dash mount radio and Federal Signal Pathfinder 17 Button Controller.

Cameras

Front and Rear cameras added to allow use at all times(not a factory reverse camera)

Camera viewing monitor mounted in front cab area

Monitor to allow simultaneous view of both cameras or individual view

Computer Workstation (Plastix Plus Center console mount)

External pole mount with MDC mount similar to what is installed in command vehicles for Panasonic FZ-55 laptop.

Axon Camera/ GPS Installation

Purchase and install Axon camera (If possible)

Axon Fleet 3 System that works with Axon Respond and Respond+

EXCEPTION(S):

5. SAFETY & AUTOMATION SYSTEM:

Yes ☒

No ☐

Emergency Lighting (to meet Oklahoma State Statute for Emergency Vehicle)

Federal Signal, Pathfinder 17 button controller Control and Lights

LED flashers in grill, rear, and sides

Clear lenses to be discreet

Front and Rear ILS

1 or 2 pair of grill/bumper lights

Set of lights side facing, front wheel opening or (under mounts on the mirror)

Cargo area side windows

Rear facing D pillar lights (Quad light, entire housing)

Blue Strobe in taillight housing

Siren with PA

Secondary PA Mic in Rear

EXCEPTION(S):

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6. ARMOR:	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>
<div>Armor Level</div> <div style="margin-left: 20px;">NIJ III/ B6, capable of stopping 7.62x51</div> <div style="margin-left: 20px;">All vertical panels and roof armored, including door panels.</div> <div style="margin-left: 20px;">Rear barn door insert with B6/ NIJ III armored, flip down window</div> <div>Floor Armor</div> <div style="margin-left: 20px;">Blast absorbent flooring material.</div> <div>Firewall</div> <div style="margin-left: 20px;">Complete internal firewall armored to B6/ NIJ III</div> <div>Overlaps</div> <div style="margin-left: 20px;">Overlap around each window using B6/ NIJ III rated ballistic material.</div> <div style="margin-left: 20px;">All pillar posts A, B, C, and D armored and made to match interior and look OEM in appearance.</div> <div>Battery, CPU, and Tailpipe Protection</div> <div style="margin-left: 20px;">Battery and CPU protected by ballistic steel</div> <div style="margin-left: 20px;">Tailpipe screen</div> <div>Tires & Rims</div> <div style="margin-left: 20px;">OEM Rims Reinstalled</div> <div style="margin-left: 20px;">HD Tire set with higher payload rating</div> <div style="margin-left: 20px;">Run flat system installed</div> <div>Fuel Tank</div> <div style="margin-left: 20px;">OEM Fuel tank with added protection/ self-sealing</div> <div>Ballistic skip round shields</div> <div>Suspension & Brakes</div> <div style="margin-left: 20px;">Upgraded heavy duty suspension designed for armored vehicle</div> <div style="margin-left: 20px;">Upgraded Brake System for front and rear</div>		
<div>EXCEPTION(S):</div> <div style="border: 1px solid black; height: 40px; width: 100%; margin-top: 5px;"></div>		
7. CONTACT INFORMATION for Warranty Service: Vendor will come to Oklahoma City or pay for a local repair shop to conduct warranty work.		
<div>Firm Name: <input style="width: 250px;" type="text" value="The Armored Group, LLC"/></div> <div style="margin-top: 10px;"><div style="display: flex;"><div style="width: 100px;">Address:</div><div style="border: 1px solid black; padding: 2px; flex-grow: 1;"><div style="margin: 0;">5221 N. Saddle Rock Drive</div><div style="margin: 0;">Phoenix, AZ 85018</div></div></div></div> <div style="margin-top: 10px;">Individual to Contact: <input style="width: 250px;" type="text" value="Jeremy Johnson"/></div> <div style="margin-top: 10px;">Telephone: <input style="width: 100px;" type="text" value="817-291-4956"/></div> <div style="margin-top: 10px;">Fax: <input style="width: 100px;" type="text" value="602-840-6162"/></div> <div style="margin-top: 10px;">Email Address: <input style="width: 250px;" type="text" value="jeremy@armoredcars.com"/></div> <div style="margin-top: 10px;">Website: <input style="width: 250px;" type="text" value="www.armoredcars.com"/></div>		

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CONTRACTOR/VENDOR BACKGROUND CHECKS FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
 2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

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- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
 - 1. Relevance of the crime to the proposed work to be performed.
 - 2. Nature of the work to be performed;
 - 3. Recency of the conviction;
 - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
 - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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Question and Answers for Bid #25401 - ARMORED VEHICLE

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 12, 2024 12:00:00 PM CDT

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The Armored Group

Item: **Armored Vehicle:Armored Vehicle:Armored Vehicle:Price for warranty**

Attachments

TAG Protector Series SUV Warranty.pdf

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Warranty

CHASSIS WARRANTY

Basic	36 Months/36,000 miles
Powertrain	60 Months/60,000 miles
Corrosion (Perforation Only).....	60 Months/Unlimited miles

TAG Limited Armored Conversion Warranty Certificate

Warranty Coverage

TAG's Limited Conversion Warranty covers any armoring / conversion related items or custom workmanship including the opaque and transparent armoring components and any upgraded suspension and chassis components for a period of 2 years with unlimited miles.

- Transparent armoring components are warranted against significant delamination of glass as well as defects in materials and workmanship for a period of 2 years with unlimited miles. Warranty will cover only the replacement glass and materials required for installation.
- TAG offers an anti-perforation corrosion warranty on the ballistic steel used in the uparmoring and modification conversion of your vehicle for a period of 2 years with unlimited miles.
- Any electronic and/or communication equipment options and any other equipment manufactured by a third party installed during or used in the conversion process will have the full warranty of the equipment manufacturer. TAG will assist with any recovery attempts from the third-party manufacturers.
- TAG's Limited Conversion Warranty will cover any deficiencies, defects or damages to the platform vehicle that comes from the armoring conversion process for 2 years with unlimited miles.

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THE ARMORED GROUP LLC

5221 N Saddle Rock Dr,
Phoenix, AZ 85018, USA

Telephone: +1 602 840 2271
www.armoredcars.com

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Initiating a Warranty Claim or Reporting a Deficiency

TAG has several convenient ways to report a warranty claim or deficiency. If you require technical assistance or support, use any one or more of the following contact methods:

- Visit our web site at www.armoredcars.com and fill out one of our forms for warranty claims or parts request / customer service.
- Contact our Warranty Department at 734-486-6029 or Jeremy Johnson at 817-291-4956. If we don't answer, leave a message and we will contact you within 24 hours. These numbers are available 24 hours day 7 days a week.
- Send an email directly to our warranty department at warranty@armoredcars.com or to Mikec@armoredcars.com or Jeremy@armoredcars.com.
- For any parts, service and support requirements please call Mike Cupp at 734-486-6029 or send email to service@armoredcars.com or parts@armoredvehicles.com.
- Contact your TAG Sales Representative (Jeremy Johnson – 817-291-4956)

Warranty Claims Process and the Customers Responsibilities

In order to expedite your warranty claim process, we ask that you follow the below guidelines:

- Contact TAG's warranty claims department or service department at the aforementioned email addresses, web site or phone numbers to initiate the claim.
- Complete the warranty claim form found on our web site or furnished by your sales representative or warranty department and fill in all requested information.
- Depending on the nature of the reported defect or deficiency you may be required to provide additional information such as itemized repair estimates, photographs or technical evaluations.
- If any work or repairs are to be carried out by a third party, a complete written estimate of repairs, parts, and labor must be provided to TAG prior to any work being authorized. TAG's warranty claims review team will evaluate the estimate and provide authorization on approved estimates only.
- If requested by the TAG warranty claim team, customer will provide any scheduled maintenance documents and daily inspections or pre-trip inspection forms to show

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proper maintenance and care were being practiced and did not contribute to the reported fault or deficiency.

- In some cases, it may be necessary for TAG to request alternate or additional quotations or evaluations from different repair facilities to insure the vehicle is being repaired properly.
- Any repair work authorized by the customer prior to following the procedures outlined in this Limited Conversion Warranty may result in claim denial and the customer being held responsible for the cost of repairs.
- Purchaser is responsible for all payments for vehicles and equipment owed as agreed to at the time of signing the contract. Payments of monies owed shall no way be delayed or postponed due to any pending warranty claims. All deficiencies will be addressed with our warranty claims process. The warranty claims process is not contingent upon receiving funds or payments for vehicle and equipment purchases.

Limitations and Exclusions

- As a condition of these warranties, the customer is responsible for properly using, maintaining, and caring for the vehicle as outlined in the Owner's Manual and or maintenance schedule. The Armored Group recommends that you maintain copies of all maintenance records and inspection reports and receipts for review by The Armored Group Warranty Claims Assessment Team.
- The Armored Group and its dealers shall in no way be held liable for any incidental or consequential damages arising from loss of use, inconvenience, or commercial loss resulting from the need for warranty work.
- The Armored Group shall not be liable for any deficiencies or defects on the platform vehicle. The warranty of platform vehicle components, unless upgraded or altered by TAG during the armoring conversion process, are the responsibility of the platform vehicle manufacturer. In the event that there are losses originating from the platform vehicle or vehicle components, TAG will assist in any way with processing claims and seeking recovery from the platform vehicle manufacturer. Supplemental warranty can be provided for the platform vehicle components at additional costs.
- The Armored Group shall not be liable for any shipping costs or customs duties, fees, taxes for any replacement parts, glass or any other warranty item(s). Costs for shipping, taxes, customs or fees will be borne by the consignee or consignees representative.

THE ARMORED GROUP LLC

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Phoenix, AZ 85018, USA

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www.armoredcars.com

**Losses or damages incurred by the following are not covered under the
Limited Conversion Warranty**

- Neglect, misuse, abuse, hostile actions or accidental damage including any objects striking vehicle, theft, vandalism or riot
- Fire or explosion
- Using contaminated or improper fuel/fluids
- Customer-applied chemicals or accidental spills
- Driving through water deep enough to cause water to be ingested into the engine

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► **THE ARMORED GROUP LLC**

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Phoenix, AZ 85018, USA

Telephone: +1 602 840 2271
www.armoredcars.com

Solicitation 25401

ARMORED VEHICLE

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 25401
ARMORED VEHICLE

Bid Number	25401
Bid Title	ARMORED VEHICLE
Expected Expenditure	\$200,000.00 (This price is expected - not guaranteed)
Bid Start Date	Jun 20, 2024 7:49:24 AM CDT
Bid End Date	Jul 24, 2024 10:00:00 AM CDT
Question & Answer End Date	Jul 19, 2024 12:00:00 PM CDT
Bid Contact	Caleb Gutel caleb.gutel@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Jennifer Swann Jennifer.swann@okc.gov
Contract Duration	One Time Purchase
Contract Renewal	Not Applicable
Prices Good for	Not Applicable
Pre-Bid Conference	Jun 27, 2024 10:00:00 AM CDT Attendance is optional Location: A non-mandatory pre-proposal meeting will be held on June 27, 2024 at 10:00:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 283 968 157 116 and Passcode: DMTB5A to log into the teams meeting. To dial in call +1(405) 534-4946, phone conference ID: 774 285 097#.
Standard Disclaimer	This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts. Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.
Bid Comments	The Expected Expenditure amount of \$200,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such items or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information. INTENT: To purchase an armored vehicle for use by the City of Oklahoma City's Police Violent Crime Apprehension Team. The vehicle will be used during warrant operations, criminal take downs, and other high-risk patrol activities. Bidders are encouraged to submit cost saving solutions for purchasing, maintenance, and management of the vehicle and incorporated technology systems. Do not Zip File. Added on Jul 16, 2024: Addendum No. 1 to extend date of solicitation.

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Addendum # 1

Previous End Date	Jul 17, 2024 10:00:00 AM CDT	New End Date	Jul 24, 2024 10:00:00 AM CDT
Previous Q & A End Date	Jul 12, 2024 12:00:00 PM CDT	New Q & A End Date	Jul 19, 2024 12:00:00 PM CDT

Item Response Form

Item **25401--01-01 - Armored Vehicle: Price for Vehicle**
Lot Description **Armored Vehicle**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter the cost of the base vehicle as described in the bid and attach brochure and product specifications to this line item.

Item **25401--01-02 - Armored Vehicle: Price for Freight**
Lot Description **Armored Vehicle**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter unit price for equipment delivery, if applicable, to this line item.

Item **25401--01-03 - Armored Vehicle: Price for warranty**
Lot Description **Armored Vehicle**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter a unit price for warranty coverage including any additional services, repair, or parts.

Item **25401--01-04 - Armored Vehicle: Price for additional labor**
Lot Description **Armored Vehicle**

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Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Enter a unit price for warranty coverage including any additional services for labor.

Item	25401--01-05 - Armored Vehicle: Questionnaire
Lot Description	Armored Vehicle
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Please attach the completed questionnaire to this line item.

Item	25401--02-01 - W-9: W-9
Lot Description	W-9
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description
Please attach a current W-9 on the IRS Form.

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**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**
**BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS
DOCUMENT PRIOR TO SUBMITTING IN THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is
just as legal and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

**THIS DOCUMENT MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID
OR THE BID WILL BE REJECTED**

INSTRUCTIONS: This document MUST be electronically signed and submitted with the bid for the bid to be valid. Failure to electronically sign the this document prior to submitting the electronic bid will result in rejection of your bid. This document constitutes your bid and will be the Pricing Agreement/Contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of its terms, as well as those contained in the specifications.

Submit this electronically signed document, along with all accompanying documents:

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between
hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

WHEREAS, the governing body of the Contracting Entity has approved certain specifications and requested by notice that bids be submitted thereon; and

WHEREAS, this document until executed by the Mayor/Chairman of the Contracting Entity constitutes the Bidder's proposal; and

NOW, THEREFORE, that in consideration of the covenants, agreements and representations as hereinafter set forth, it is mutually agreed by the parties that:

1. The Bidder agrees to sell and deliver to the Contracting Entity, the items of material and/or services, specified in the pricing section of the electronic bid submittal, which is attached hereto and made a part of this Pricing Agreement/Contract. List the prompt payment discount, if any, for this agreement in the space provided below:

Discount for Prompt Payment % Days

2. The Bidder expressly warrants that all articles, material, and/or work covered in this Pricing Agreement/Contract will conform to the specifications and electronic bid documents attached to this bid and are hereby incorporated, as if set forth in full herein; and further warrants that the same shall be of good material and workmanship, and free from defects.

3. The Bidder understands that all bids are to be submitted in U.S. dollars at a firm price. Bids submitted in any currency other than U.S. dollars will be rejected.

4. The Bidder also understands that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount.

5. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the Bidder, upon notice from the Contracting Entity, shall promptly correct or replace the same at the Bidder's expense. If the Bidder shall fail to so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held at the Bidder's risk. The Contracting Entity may, at the Bidder's direction, make available such goods to be returned to the Bidder at the Bidder's

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risk, and all transportation charges, both to and from the original destination, shall be paid by the Bidder. Any payment for such goods shall be refunded by the Bidder unless the Bidder promptly corrects or replaces the same at the Bidder's expense.

6. The Contracting Entity agrees to pay to the Bidder the price and amount in accordance with Paragraph 1 above, based on the quantity actually purchased, upon delivery to and acceptance by the Contracting Entity, of the material and/or service[s] above described and upon the filing by the Bidder, and approval by the Contracting Entity, of a verified claim for the amount due.

7. The Bidder agrees, in connection with the performance of work under this Pricing Agreement/Contract:

a. That the Bidder will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Bidder shall take affirmative action to ensure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The Bidder agrees to post, in a conspicuous place available to employees and applicants for employment, notices to be provided by the City Clerk/Secretary of the Contracting Entity setting forth the provisions of this section, and;

b. That the Bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Pricing Agreement/Contract.

8. In the event of the Bidder's non-compliance with the above non-discrimination clause, this Pricing Agreement/Contract may be canceled or terminated by the Contracting Entity. The Bidder may be declared by the Contracting Entity ineligible for further Pricing Agreement[s]/Contract[s] with the Contracting Entity until satisfactory proof of intent to comply is made by the Bidder.

9. The risk of loss or damage shall be borne by the Bidder at all times until the acceptance of goods, properly packed, by the Contracting Entity.

10. This Pricing Agreement/Contract, specifications, electronic bid submittal documents and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this Pricing Agreement/Contract. This Pricing Agreement/Contract may not be modified or assigned unless approved in writing and signed by both parties.

11. The parties assume and understand that the variables in the Bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the Bidder's costs will not alter the Bidder's obligations under this Pricing Agreement/Contract nor excuse performance or delay on the Bidder's part.

12. This Pricing Agreement/Contract shall be inoperative during such period of time that the aforesaid delivery or acceptance may be rendered impossible by reason of fire, Act of God or government regulation. Provided, however, to the extent that the Bidder has any commercially reasonable alternative method of performing this Pricing Agreement/Contract by purchase on the market or otherwise, the Bidder shall not be freed of any obligations hereunder by this clause, even though the goods intended for this Pricing Agreement/Contract were destroyed or their delivery delayed because of an event described above.

13. The shipping or receiving of any goods under this Pricing Agreement/Contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

14. This Pricing Agreement/Contract shall be governed by the laws of the State of Oklahoma.

15. The Bidder shall be responsible for complying with all applicable federal, state and local laws.

16. If submitting a bid for services, the Bidder certifies that they, and any proposed subcontractors, are in compliance with 25 O.S. §1313 and participate in the status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at www.dhs.gov/E-Verify.

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID OR THE BID WILL BE REJECTED

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NON-COLLUSION AFFIDAVIT

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

The undersigned, of lawful age, being duly sworn, upon oath, deposes and says: That the undersigned has the lawful authority to execute the within and foregoing proposal/bid for, and on behalf of, the Proposer/Bidder; that the Proposer/Bidder has not, directly or indirectly, entered into any agreement, express or implied, with any Proposer/Bidder, having for its object the controlling of the price or amount of such proposal/bid, the limiting of the proposals/bids or the Proposers/Bidders, the parceling or farming out to any Proposer/Bidder or other persons, of any part of the Agreement or any part of the subject matter of the proposal/bid, or of the profits thereof, and that Proposer/Bidder has not and will not divulge the sealed proposal/bid to any person whomsoever, except those having a partnership or other financial interest with the Proposer/Bidder in the said proposal/bid, until after the said sealed proposals/bids are opened.

The undersigned further states that the Proposer/Bidder has not been a party to any collusion: among Proposer/Bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from proposing; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Agreement, or any other terms of the said prospective Agreement; or in any discussions between the Proposers/Bidders or City/Trust official, City/Trust employee or City/Trust agent concerning the exchange of money or other thing of value for special consideration in the letting of Agreement. The Proposer/Bidder states that it has not paid, given or donated or agreed to pay, give or donate to any City/Trust official, officer or employee of the City or awarding agency, any money or other thing of value, either directly or indirectly, in the procuring of the award of Agreement pursuant to this Proposal/Bid.

Witness the hands of the parties hereto:

The undersigned states that the Proposer/Bidder will be bound by its proposal/bid, the specification, the terms and conditions of the Agreement, and the Requirements for Proposer/Bidders.

→ → THIS FORM TO BE COMPLETED BY THE PROPOSER/BIDDER PRIOR TO AGREEMENT APPROVAL ← ←

Type Name of Authorized Agent/Representative

Company Name

Address

Telephone Number and Fax Number, if any

Title

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

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) SSS

County of *

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[*State and County where notarized must be typed in for bid/proposal to be considered.][SAK1]

Signed and sworn to before me on this day of , by
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:
[Oklahoma] Type Name of Notary Public
My Commission Expires:
[Date/Year]

[49 Okla. Stat. 2011 §119]

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID

Please be aware that typing in your password acts as your electronic signature, which is just as legal and binding as an original signature.

(See Electronic Signatures in Global and National Commerce Act for more information.)

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

The purpose of this form is to assist various City Departments and Trusts with placing orders.

Sales Contact:

Company Name:
Address:

Contact Person: Email Address:
Telephone Number: Fax Number:

Billing Contact:

Company Name:
Address:

Contact Person: Email Address:
Telephone Number: Fax Number:

Service Contact:

Company Name:
Address:

Contact Person: Email Address:
Telephone Number: Fax Number:

After Hours Emergency Number(s)
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**The City of
OKLAHOMA CITY**
and its Trusts

**ELECTRONIC BID PACKET
ARMORED VEHICLE
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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDER'S IRREVOCABLE BID AS A FIRM OFFER. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S BID. THIS CAN BE ACCOMPLISHED BY SUBMITTING AN ALTERNATE OFFER, IF AVAILABLE ON THE BID, OR BY ENTERING INFORMATION INTO THE "NOTE TO BUYER" FIELD. A BIDDER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE PERISCOPE SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET AND ANY OTHER BID DOCUMENTS RELATED TO THIS BID.

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The Non-Collusion Affidavit must be executed by the Bidder or an authorized agent and notarized. The notarization must contain:
 - (a) The notary's signature (electronic signature);
 - (b) Jurisdiction where notarization took place (i.e., State of __, County of __);
 - (c) Date of notarization;
 - (d) The notary's commission expiration date;
 - (e) The notary's commission number (Oklahoma);
 - (f) The notarial seal (the notary seal is not required for electronic notarization); and
 - (g) Comply with all other applicable laws. The Non-Collusion Affidavit must be submitted electronically with the electronic bid packet.
3. **SUBMISSION OF BIDS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Bids must be submitted electronically through Periscope and shall be opened at the time stated in the Notice to Bidders, or later, in the City Clerk's Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the deadline. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours thereafter before a Pricing Agreement/Contract shall be made and entered into thereon.
4. **DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
5. **EXCEPTIONS:** Any exceptions or variances to these instructions or specifications must be submitted with the Bidder's bid. This can be accomplished by submitting an alternate offer, if available on the bid, or by entering information in the "Note to Buyer" field. A Bidder may also submit exceptions by uploading a separate document labeled "Exceptions" into the Periscope system. Failure to indicate any exceptions will be construed to mean that the Bidder offers to furnish the exact commodity as described in the bid specifications and as full acceptance of the requirements, instructions, and specifications contained in this bid packet and any other bid documents related to this bid.
6. **UNIT PRICES:** A unit price for each unit bid must be shown and include any applicable taxes, delivery, and packaging and/or packing, if any, unless otherwise specified. If there is an estimated quantity stated as such in the specifications, the estimate is not a guarantee of the quantity which may be purchased. When the quantity in the Periscope system is listed as "1", Bidder shall bid the per individual unit price. The Contracting Entity may purchase one or more bid item at any given time throughout the term of the Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.

8. PAYMENTS AND DISCOUNTS:

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
- (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

9. LATE INVOICES: If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (*See* 62 Okla. Stat. 2010 § 310.4).

10. DELIVERY:

- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
- (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.

11. AWARD OF PRICING AGREEMENT/CONTRACTS: The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

12. PERFORMANCE BONDS: If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.

13. PATENTS: The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.

14. TERMINATION:

- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.

15. COMPLIANCE WITH APPLICABLE LAWS: All Bidders must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.

16. SELF-INSURED: The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*

17. RIGHT TO AUDIT: The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.

18. REFERENCES: The Contracting Entity has the right to request references from bidders.

19. BID EVALUATION: Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to the Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 O.S. § 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public's right of access to and review of government records so they may efficiently and intelligently exercise their inherent political power. Almost all "records," as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked "Confidential". DO NOT label your entire Bid or Proposal as "Confidential" – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as "Confidential".
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. § 85 *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as "Confidential," you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as "Confidential", you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as "Confidential," you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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BID SPECIFICATIONS

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**BID SPECIFICATIONS
ARMORED VEHICLE
Instructions to Bidders**

INTENT: To purchase an armored vehicle for use by the City of Oklahoma City's Police Violent Crime Apprehension Team. The vehicle will be used during warrant operations, criminal take downs, and other high-risk patrol activities. Bidders are encouraged to submit cost saving solutions for purchasing, maintenance, and management of the vehicle and incorporated technology systems.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

SUBSTITUTE OFFERS: If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this Pricing Agreement/Contract shall mean The City of Oklahoma City and any participating Public Trust which chooses to avail itself of the goods or services from the resultant Pricing Agreement/Contract. Should a participating Public Trust, of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant Pricing Agreement(s)/Contract(s), the Bidder(s) will honor the terms and conditions, including price, of the Pricing Agreement(s)/Contract(s).

BIDDER: Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:
 - a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

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6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

ORDER OF PRECEDENCE: In the event of an inconsistency between provisions of this Pricing Agreement/Contract, the inconsistency shall be resolved by giving precedence in the following order: (i) Pricing Agreement/Contract articles, (ii) Bid Specifications, (iii) Notice to Bidders, (iv) General Instructions and Requirements for Bidders, (v) other requirements provided by the Contracting Entity in the bid packet, then (vi) attachments, notes and exceptions by Bidder.

PAYMENT METHODS: The ordering departments will utilize purchase order numbers or purchasing cards for ordering the goods and services they require as the need arises during the Pricing Agreement/Contract period.

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

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3. Invoices must contain the following information:
 - a. Bidder's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - (1) description/stock number
 - (2) unit price
 - (3) quantity
 - (4) unit of issue (each, box, dozen, pound, etc.)
 - (5) total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense; or
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

GENERAL PROVISIONS: The following documents are attached or by this reference incorporated as a part of this Pricing Agreement/Contract:

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

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SAFETY DATA SHEETS: Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

Oklahoma City Risk Management Division
420 W. Main Street, Suite 630
Oklahoma City, Oklahoma 73102
(405) 297-3891

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BID SPECIFICATIONS

Other Provisions

ADDENDA: It is the Bidder's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Bidder's bid will not be accepted if all addenda have not been acknowledged by the Bidder through the electronic bidding system. If you are set up for electronic notifications through the electronic bidding system, you should receive a notification by e-mail when addenda are issued.

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from the measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

INDEMNITY REQUIREMENTS: The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award if the bid submitted includes on-site installation, on-site maintenance services or other repair services to be performed on the Contracting Entity's property, or if insurance coverage is otherwise requested by the Contracting Entity.

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:
The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

GENERAL LIABILITY INSURANCE: The Bidder shall carry a general liability insurance policy to protect the Bidder and any the Contracting Entity as Additional Insured from claims for property damage and bodily injury including death, or other loss which may arise directly or indirectly from the activities, omissions, and operations of the Bidder under the Agreement, whether such activities, omissions, and operations be by the Bidder, its subcontractor, or by anyone employed by or acting for the benefit of the Bidder in conjunction with this Agreement. The general liability policy shall have, at a minimum, the following coverage amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than two-hundred thousand dollars (\$200,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

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All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

ACORD FORM: The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.” [The City of Oklahoma City and its participating public trusts]

The solicitation number, **BID 25401**, shall also be referenced in the policy description.

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

UNDUE INFLUENCE: Upon advertising this solicitation, no officer, employee, agent, or representative of the Bidder shall have any contact or discussion, verbal or written, with any representative of the Contracting Entity (i.e. Trust Officer, City Council member, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

Contacts by the Bidder with the Contracting Entity that do not pertain to a solicitation are exempt from this provision. Examples of these exempt contacts are:

- Private, non-business, contacts with the Contracting Entity by the Bidder's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

If a representative of any Bidder submitting a bid violates the foregoing prohibition by contacting any of these parties, such contact may result in the Bidder being disqualified from the procurement process.

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder's control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
Procurement Services Division
Attn: Gutel, Caleb, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Caleb.Gutel@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To purchase an armored vehicle for use by the City of Oklahoma City's Police Violent Crime Apprehension Team. The vehicle will be used during warrant operations, criminal take downs, and other high-risk patrol activities. Bidders are encouraged to submit cost saving solutions for purchasing, maintenance, and management of the vehicle and incorporated technology systems.

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting will be held on June 27, 2024 at 10:00:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 283 968 157 116 and Passcode: DMTB5A to log into the teams meeting. To dial in call +1(405) 534-4946, phone conference ID: 774 285 097#.

USED, SHOPWORN, DEMONSTRATOR, REMANUFACTURED, RECONDITIONED, OR DISCONTINUED MODELS ARE NOT ACCEPTABLE.

The respondent is cautioned that any unit delivered to the FOB point that does not meet specifications in every aspect as awarded, will not be accepted.

The unit shall be completely assembled and adjusted, and all equipment including standard and supplemental equipment shall be installed and the unit made ready for continuous operation upon delivery.

The City recognizes that different manufacturers will have their own design of equipment and engineering details, which might deviate from the City's specifications. The City will consider such deviations, if any, provided the equipment bid conforms to the City's basic specifications and meets the functional, performance, and operational needs of the City. The vendor should, however, spell out clearly all such deviations on the bid and provide supportive literature and specifications. Failure to comply could result in bid rejection.

These specifications and the compliance questionnaire, which constitute a vital part of the vendor's bid proposal, must be fully completed in Periscope. This questionnaire is mandatory and if a potential vendor fails to complete the form, this action may result in bid rejection. Bidders are expected to provide all materials and equipment necessary to perform installation and repair services, including airbag lift equipment. All components and installation techniques should be current technology and comply with all governing laws and statutes. Proposer will be responsible for coordination with other contractors, the City's Information Technology Department and other City Department and Trust representatives.

COMPLIANCE QUESTIONNAIRE: Bidder must complete the Compliance Questionnaire, in order to be considered for an award. Any "no" response must be explained in the comment field for that section. If the item does not meet or exceeds the specification, mark no and explain your response. **Detailed technical specifications are within the Compliance Questionnaire.**

ACORD FORM: The policy description shall state the following: "Additional insured(s) on the listed policies are those required in the contract." [The City of Oklahoma City and its participating public trusts]

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SOLICITATION NUMBER: The solicitation number **BID 25401** shall also be referenced in the policy description.

TECHNICAL QUESTIONS: Technical questions are to be addressed through the electronic bidding system and the Buyer will respond electronically and issue addenda, if necessary.

DELIVERY: The number of days after receipt of purchase order, FOB Oklahoma City must be indicated in the Line Item area of the electronic bidding system. The units are to be delivered to the following address:

LOCATION:

Oklahoma City Police Department
1400 S Portland Ave
Oklahoma City, OK 73108

PRICING: Pricing must be submitted through the Line Item area of the electronic bidding system.

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY.

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of _____
(CONTRACTING ENTITY)
_____.

Sincerely,

_____ Signature of Authorizing Officer	_____ Printed Title	_____ Date
_____ Printed Name of Authorizing Officer	_____ Email Address of Authorizing Officer	

NOTE: If the Contracting Entity is a(n):	
Corporation	The authorizing officer <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer <u>must</u> be: General Partner
Joint Venture	The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

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(Published in *The Journal Record* on June 20, 2024)

NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m. CDT, on the 17 day of July, 2024, for the following:

BID25401 – ARMORED VEHICLE

NON-MANDATORY PRE-BID MEETING: A non-mandatory pre-bid meeting will be held on June 27, 2024 at 10:00:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 283 968 157 116 and Passcode: DMTB5A to log into the teams meeting. To dial in call +1(405) 534-4946, phone conference ID: 774 285 097#.

The Contracting Entity has partnered with Periscope (formerly BidSync) to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the goods and/or services specified in the electronic bid packet. The Contracting Entity does not provide access to a computer for electronic bidding or electronic bid submission. Bidders must register in advance with Periscope at <https://prod.bidsync.com/the-city-of-oklahoma-city> in order to submit an electronic bid. The Contracting Entity recommends potential Bidders register and become familiar with the Periscope electronic bidding process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to the Contracting Entity through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City of Oklahoma City’s website at <https://www.okc.gov/departments/bidding>.

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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COMPLIANCE QUESTIONNAIRE

BRAND NAMES/EXAMPLES: Any brand names are used for **comparative purposes only**. Slight variations from measurements and sizes given that do not compromise the requirements of the bid specifications will be considered.

The City recognizes that different manufacturers will have their own design of equipment and engineering details, which deviate from the City's specifications. The City will consider such deviations, if any, provided the equipment bid conforms to the City's basic specifications and meets the functional performance, and operational needs of the City. The vendor's, however, spell out clearly all such deviations on the bid and provide supportive literature and specifications. Failure to do so could result in bid rejection.

Vendors are to indicate compliance in the appropriate box. Explain all No responses.

REQUIREMENTS:	COMPLIANCE	
1. ENGINE	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Motor- 6.2L V8 gas motor Transmission- Automatic 10 Speed Drive-Type- Four-wheel drive Battery Upgrade		
EXCEPTION(S): <div></div>		
2. INTERIOR	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Seating Capacity- 2+2+2 Rear Seat (3 rd Row) OEM 3 rd row seat turns to face rear. Inner Door Trim Added deck plate and reinforcement rods to stabilize OEM door trim. Fire extinguisher mounted		
EXCEPTION(S): <div></div>		
3. EXTERIOR ACCESSORIES	Yes <input type="checkbox"/>	No <input type="checkbox"/>
Glass Tinted Windshield replaced with curved transparent armor. Door glass replaced with transparent armor Rear quarter glass left OEM and tinted to not allow visibility of internal ballistic steel inserts Driver and Passenger front windows partially operational Hinged armored flip down window in rear barn door. Rear Barn Door Rear door to remain stock. B6/ NIJ III Armored barn door system with large B6/NIJ III rated glass insert Added gun port through armored barn door B6/ NIJ III rated flip down/ hinged ballistic window. Bumpers Heavy duty front ram bumper pre-cut to fit winch Reinforced rear bumper Winch Minimum 16,500 lb Electric Power Winch		

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Synthetic cable, shackles, snatch blocks, and kinetic rope.

Front Hood Clip

B6/ NIJ III Armor added behind front fenders

B6/ NIJ III radiator protection and additional cooling fan

Heavy duty side running boards

Grip grated side heavy duty, stationary, running boards

EXCEPTION(S):

4. COMMUNICATIONS SYSTEMS:Yes ☐No ☐

Radio Prep Package

Run wires for customer installed radio, power and antenna (Provided by Oklahoma City Radio Shop)

Plastix Plus Center Console cut for Harris XG25M dash mount radio and Federal Signal Pathfinder 17 Button Controller.

Cameras

Front and Rear cameras added to allow use at all times(not a factory reverse camera)

Camera viewing monitor mounted in front cab area

Monitor to allow simultaneous view of both cameras or individual view

Computer Workstation (Plastix Plus Center console mount)

External pole mount with MDC mount similar to what is installed in command vehicles for Panasonic FZ-55 laptop.

Axon Camera/ GPS Installation

Purchase and install Axon camera (If possible)

Axon Fleet 3 System that works with Axon Respond and Respond+

EXCEPTION(S):

5. SAFETY & AUTOMATION SYSTEM:Yes ☐No ☐

Emergency Lighting (to meet Oklahoma State Statute for Emergency Vehicle)

Federal Signal, Pathfinder 17 button controller Control and Lights

LED flashers in grill, rear, and sides

Clear lenses to be discreet

Front and Rear ILS

1 or 2 pair of grill/bumper lights

Set of lights side facing, front wheel opening or (under mounts on the mirror)

Cargo area side windows

Rear facing D pillar lights (Quad light, entire housing)

Blue Strobe in taillight housing

Siren with PA

Secondary PA Mic in Rear

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6. ARMOR:	Yes <input type="checkbox"/>	No <input type="checkbox"/>
<p>Armor Level NIJ III/ B6, capable of stopping 7.62x51 All vertical panels and roof armored, including door panels. Rear barn door insert with B6/ NIJ III armored, flip down window</p> <p>Floor Armor Blast absorbent flooring material.</p> <p>Firewall Complete internal firewall armored to B6/ NIJ III</p> <p>Overlaps Overlap around each window using B6/ NIJ III rated ballistic material. All pillar posts A, B, C, and D armored and made to match interior and look OEM in appearance.</p> <p>Battery, CPU, and Tailpipe Protection Battery and CPU protected by ballistic steel Tailpipe screen</p> <p>Tires & Rims OEM Rims Reinstalled HD Tire set with higher payload rating Run flat system installed</p> <p>Fuel Tank OEM Fuel tank with added protection/ self-sealing</p> <p>Ballistic skip round shields</p> <p>Suspension & Brakes Upgraded heavy duty suspension designed for armored vehicle Upgraded Brake System for front and rear</p>		
EXCEPTION(S): <div style="border: 1px solid black; height: 40px; width: 100%;"></div>		
7. CONTACT INFORMATION for Warranty Service: Vendor will come to Oklahoma City or pay for a local repair shop to conduct warranty work.		
<p>Firm Name: <input type="text"/></p> <p>Address: <input type="text"/></p> <p>Individual to Contact: <input type="text"/></p> <p>Telephone: <input type="text"/></p> <p>Fax: <input type="text"/></p> <p>Email Address: <input type="text"/></p> <p>Website: <input type="text"/></p>		

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(Internal use only)
PeopleSoft Vendor ID: _____ Entered by: ____
Helpdesk Ticket #: _____ Date: _____

The Bidder's Name that is entered on the Bid/Pricing Agreement/Contract Form & Non-Discrimination Form should match the Business Name on the Vendor Registration Form

VENDOR REGISTRATION FORM

If you are a single member LLC classified as a Disregarded Entity on your W-9, you MUST provide the owner's SSN or EIN, not the LLC's EIN (see IRS pub 3402).

Select One:

- ☐ **NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
- ☐ **NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety.
- ☐ **UPDATE EXISTING VENDOR** - Attach the most current IRS W-9/W-8 form, along with this form; both MUST be filled out in their entirety.

SDBE Program: Please select all applicable vendor characteristics:

- ☐ Disadvantaged Business Enterprise DUNS Number (if any)
- ☐ Small Business - as defined by the U.S. Small Business Administration
- ☐ Women-Owned Business - % Women-Owned / Controlled %
- ☐ Minority-Owned Business - % Minority-Owned / Controlled % Ethnicity(ies)

If you checked any of the above boxes, please provide a brief description of your business:

If you checked any of the above boxes, do you wish to receive notifications of upcoming contract opportunities?

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

Any vendor who accepts payment confirms the following: the invoice is true and correct; the work, service or materials as shown by the invoice or claim have been completed or supplied in accordance with the plans, specifications, orders or requests furnished the vendor; and the vendor has made no payment, directly or indirectly, to any elected official, officer or employee of this City, of money or any other thing of value to obtain payment See [62 O.S. § 310.9](#).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by a public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Article IV, Section 11 of the City Charter prohibits employees of the City from having a proprietary interest in City Contracts. See 11 O.S. §8-113.

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

**BIDDER MUST ELECTRONICALLY COMPLETE AND SIGN THIS DOCUMENT PRIOR TO SUBMITTING
INTO THE ELECTRONIC BID SYSTEM**

**Please be aware that typing in your password acts as your electronic signature, which is just as legal
and binding as an original signature.**

(See Electronic Signatures in Global and National Commerce Act for more information.)

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CONTRACTOR/VENDOR BACKGROUND CHECKS FOR ACCESS TO OR WORK IN CITY AND TRUST BUILDINGS AND STRUCTURES

The City has established a policy to better secure City and/or Trust owned or operated buildings and structures by requiring background and fingerprint checks of Non-City employees as a condition precedent to entering City and/or Trust buildings and structures. **Contractor/vendor employees and agents who will be required to enter City and Trust buildings and structures to perform a City or Trust Contract will be required to obtain and provide an Oklahoma State Bureau of Investigation background and fingerprint check to the General Service Director or designee before such Contractor/Vendor employee or agent will be permitted to enter City and/or Trust buildings and structures unescorted, at their cost.**

The General Services Director will establish and maintain a list of Non-City employees authorized to enter City and/or Trust buildings and structures. Background and fingerprint records will be maintained by the General Services Department in a secure location within the City's internal network. Said records will be destroyed within sixty days of: 1) final acceptance by the City Council in the case of construction projects, 2) termination or expiration of a procurement pricing agreement, 3) termination or expiration of an engineering, architectural or planner agreement, or 4) termination or expiration of a professional services agreement, unless the Contractor/Vendor has another contractor or agreement. The City reserves the right and authorizes the General Services Director or designee to request and require any such background check be updated and resubmitted. In addition, the Contractor/Vendor acknowledges and agrees that Contractor/Vendor employees and agents will be asked to verify their identity with a government issued picture identification (Driver's License, Passport, Oklahoma issued Identification Card) from the employee or agent's state of residence to enter City and/or Trust owned or operated buildings and structures.

Arrest and/or conviction records may disqualify Contractor/Vendor employees or agents from access or for work in City or Trust buildings and structures.

In addition to the Sex Offenders Registration Act (57 O.S. Section 581 *et seq.*) and the Mary Rippey Violent Crime Offenders Registration Act (57 O.S. Section 591 *et seq.*), the following criteria will be used when reviewing Contractor/Vendor employee or agent requests for building access:

- (a) Any unpardoned felony conviction or plea of nolo contendere may be disqualifying, depending on the nature of the conviction and the relation to the scope of the contract or price agreement, except under the following circumstances:
1. Access to City or Trust buildings and structures is contingent upon successful completion of two (2) years of a deferred or suspended sentence (if the sentence exceeds two (2) years), otherwise, after successfully serving the complete sentence. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom the individual has worked within the last two years. Situations where the applicant is unable to provide a written reference from an employer with whom the individual has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.
 2. Applicants convicted of a felony and ordered to serve time with the Department of Corrections may be eligible for access, depending on the nature of the conviction and the position sought, two (2) years from the date of parole. Applicants must submit two (2) favorable written references, one (1) of which must be from an employer with whom he or she has worked within the last two (2) years will be reviewed by the General Services Director or designee on a case-by-case basis.

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- (b) Any unpardoned conviction(s) involving the following offenses may be disqualifying: moral turpitude; non-consensual sex acts; distribution or trafficking of controlled dangerous substances; assault and battery with a dangerous weapon, or any offense involving a minor as a victim.
- (c) Any applicant who has been convicted of a felony, is a current defendant of a Victim Protection Order (VPO) or has been convicted of a misdemeanor crime of Domestic Violence, will not be considered for facility access. Misdemeanor convictions and traffic violations will be evaluated on an individual basis and may be disqualifying.
- (d) Any applicant with a pending felony or misdemeanor charge (other than minor traffic violations) will be ineligible for access, until a final disposition of the charge is made.
- (e) Any conviction that has been pardoned or expunged cannot be considered in a facility access decision.

If it is determined that information obtained through the applicant's OSBI criminal records check makes the applicant unsuitable for access to City or Trust buildings or structures, the General Services Department will notify the applicant immediately and provide a copy of any criminal record information.

- (a) The applicant will be given seven (7) business days to provide information that negates the validity and relevance of the criminal record. If the information obtained through the criminal records check cannot be invalidated by the applicant, the applicant will be denied facility access.
- (b) In determining an applicant's suitability for facility access, the General Services Department will consider information including, but not limited to the following:
 - 1. Relevance of the crime to the proposed work to be performed.
 - 2. Nature of the work to be performed;
 - 3. Recency of the conviction;
 - 4. Sensitivity of and potential risk to accessible information, systems, or equipment; and
 - 5. Potential risk or threat to City employees.

Upon approval of a contract or agreement by the City Council/Trust, the successful Contractor(s)/Vendor(s) will be required to submit to the General Services Department the following completed documents for **each** employee requiring access to City or Trust buildings and structures to fulfill the terms of the contract or agreement.

- 1. Non-Employee Building Access Request Form – available upon request at (405) 297-2123
- 2. OSBI Criminal History Information Request Portal Response – available at <http://www.ok.gov/osbi/CriminalHistory/CHIRP>

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Question and Answers for Bid #25401 - ARMORED VEHICLE

Overall Bid Questions

There are no questions associated with this bid.

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