

Solicitation RFP-OCMFA-036

Outdoor Siren Warning System Maintenance and Repair

Bid Designation: Public



City of Oklahoma City and its Trusts

Bid RFP-OCMFA-036

Outdoor Siren Warning System Maintenance and Repair

Bid Number	RFP-OCMFA-036
Bid Title	Outdoor Siren Warning System Maintenance and Repair
Bid Start Date	In Held
Bid End Date	Jun 12, 2024 4:00:00 PM CDT
Question & Answer End Date	Jun 6, 2024 12:00:00 PM CDT
Bid Contact	Erika Vandersypen erika.vandersypen@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Contract Duration	5 years
Contract Renewal	3 annual renewals
Prices Good for	Not Applicable
Pre-Bid Conference	May 29, 2024 1:00:00 PM CDT Attendance is optional Location: 3738 SW 15th Street, Building #14 Oklahoma City, OK 73108
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	Proposal for preventive maintenance and repair of the City of Oklahoma City's Outdoor Siren Warning System.

Item Response Form

Item	RFP-OCMFA-036--01-01 - Request for Proposals
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts <u>No Location Specified</u>
	Qty 1

Description

Upload your response to the request for proposal as outlined in the RFP and any related documents to this line item. Please do not ZIP files.

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE REQUEST FOR PROPOSAL (RFP) DOCUMENT ARE A PART OF THE TERMS AND CONDITIONS OF THE PROPOSER'S PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS, REQUIREMENTS OR THE RFP PACKET, MUST BE SPECIFIED AND SUBMITTED WITH THE PROPOSER'S PROPOSAL. A PROPOSER MAY ALSO SUBMIT EXCEPTIONS BY UPLOADING A SEPARATE DOCUMENT LABELED "EXCEPTIONS" INTO THE BIDSYSNOC SYSTEM. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THE REQUIREMENTS, INSTRUCTIONS, AND RFP PACKET AND ANY OTHER PROPOSAL DOCUMENTS RELATED TO THIS RFP.

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. 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 Proposers 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.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. 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 proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer 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.
- 8. TERMINATION:**
 - (a) The performance of services and/or the delivery of items under any 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 Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

9. COMPLIANCE WITH APPLICABLE LAWS: All Proposers 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.*

10. 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.*

11. RIGHT TO AUDIT: The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Proposer relative to all aspects of the Proposer's proposal and the agreements/contracts awarded as a result of this RFP to assess and confirm proposal and Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Agreement/Contract. This right to audit does not apply to Proposer's other contracts or records not affecting the proposal and Agreement/Contract.

12. SAMPLE FORMS: Sample forms are attached to this document. It is not necessary to submit forms with your electronic proposal. The forms will be completed prior to Agreement/Contract approval.

13. PAYMENTS AND DISCOUNTS:

- (a) Payment for goods and services as specified in the Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Proposer 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 Proposer may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The price in the Proposal shall cover any fees a Proposer may incur.
- (b) Discounts for prompt payment will not be considered in proposal evaluations, unless otherwise specified. Discounts offered by the Proposer will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.

14. CURRENCY: The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees 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 unless otherwise agreed to in a negotiated contract.

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.

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-DISCRIMINATION STATEMENT

The Proposer agrees, in connection with the performance of work under this Agreement/Contract:

a. That the Proposer will not discriminate against any employee or applicant for employment, because of race, creed, color, sex, age, national origin, ancestry or disability. The Proposer shall take affirmative action to insure 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 Proposer 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 Proposer agrees to include this non-discrimination clause in any subcontracts connected with the performance of this Agreement/Contract.

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

**THIS FORM MUST BE COMPLETED BY THE PROPOSER PRIOR TO
AGREEMENT/CONTRACT AWARD**

~~Sign Here~~ X

Signature of Individual

Title

Printed Name of Individual

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

NON-COLLUSION AFFIDAVIT

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 _____ Title _____

Signature _____

Company Name _____

Address _____ Zip Code _____

Telephone Number and Fax Number, if any _____

TO BE COMPLETED BY THE NOTARY:

State of * _____)
County of * _____) SS.
[*State and County where notarized must be written in for bid/proposal to be considered.]

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]

Signature of Notary Public _____
[49 Okla. Stat. 2011 §119]

September 2020

This form is a sample only and should not be submitted with proposal. Forms will be completed prior to agreement approval.

Updated 2019



**The City of
OKLAHOMA CITY**

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

VENDOR REGISTRATION FORM

Please print legibly or type this information. Form must be completed and signed by authorized individual.

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).

☐ **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.

Please provide the City Department or Employee you are working with:

_____ City Department

_____ City Employee

☐ **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.

Select all types of applicable update(s):

☐ Address

☐ Name

☐ Tax ID

☐ Contact Information

☐ ACH/EFT

☐ Other: _____

How did you hear about us? _____

SDBE Program: Please select all applicable vendor characteristics:

☐ Disadvantaged Business Enterprise
☐ 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): _____

☐ DUNS Number - _____

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? ☐

Do you wish to receive payments by electronic funds transfer? ☐

Check here if same as PO address ☐

PURCHASE ORDER ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

PAYMENT REMITTANCE ADDRESS

BUSINESS NAME _____

ADDRESS 1 _____

ADDRESS 2 _____

CITY _____ STATE _____ ZIP CODE _____

CONTACT PERSON _____

EMAIL ADDRESS _____

TELEPHONE NUMBER _____

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. § 8-11](#).

Return to Procurement Services:
vendorregistration@okc.gov
100 N. Walker, Suite #200
Oklahoma City, OK 73102
(405) 297-2741 Fax (405) 297-2142

Signature of Person Authorized to Sign _____

Date Signed _____

Print Name _____

Title _____



**The City of
OKLAHOMA CITY
and its Trusts**

**ELECTRONIC REQUEST FOR PROPOSAL PACKET OUTDOOR
SIREN WARNING SYSTEM MAINTENANCE AND REPAIR**

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NOTICE TO PROPOSERS

Notice is hereby given that the Oklahoma City Municipal Facilities Authority (OCMFA) (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 12th day of June, 2024, for the following:

REQUEST FOR PROPOSALS (RFP-OCMFA-036) OUTDOOR SIREN WARNING SYSTEM MAINTENANCE AND REPAIR

An optional pre-proposal meeting will be held Wednesday May 29, 2024
at 1:00 p.m. at 3738 SW 15th Street, Building #14 Oklahoma City, OK 73108.

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

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, 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.

The Contracting Entity reserves the right to waive formalities, irregularities, and defects in any or all proposals, except as otherwise required by law. The Contracting Entity reserves the right: to reject any or all proposals; to reject a portion of any or all proposals; to negotiate and execute or to not negotiate or execute an Agreement with any Proposer; and to solicit new or different proposals. The Contracting Entity reserves the right to negotiate and/or contract with one or more Proposers for all or a portion of any proposal or proposed professional services, products and/or systems.

Proposals timely received electronically through Periscope in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The Periscope system does not allow proposals to be submitted after the above stated date and time. There will be no exceptions to this policy.

OUTDOOR SIREN WARNING SYSTEM MAINTENANCE AND REPAIR INSTRUCTIONS TO PROPOSERS

INTENT: The City of Oklahoma City (The City) and the Oklahoma City Municipal Facilities Authority desires proposals for preventive maintenance and repair of the City's Outdoor Siren Warning System, associated systems, and subsystems to include provisions for the purchase of replacement products such as sirens, siren controllers, encoders, radios, and replacement parts to be used as part of the overall system. Proposers are also encouraged to submit cost saving solutions for purchasing, maintenance, and management of these systems.

SCOPE OF AGREEMENT/CONTRACT: The contractor shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein. The City and/or the OCMFA reserves the right to award the agreement/contract to a single vendor or to multiple vendors, whichever is deemed to be in the best interest of the Contracting Entity.

CONTRACTING ENTITY: The term "Contracting Entity" as used throughout this proposal document shall mean The City of Oklahoma City and the Oklahoma City Municipal Facilities Authority.

AGREEMENT/CONTRACT PERIOD: The agreement/contract shall be for five years with the option to renew for three additional one-year periods. The agreement/contract shall be in effect commencing on the date approved by the Oklahoma City Council and governing Trust/Board or Commission.

AGREEMENT/CONTRACT RENEWAL OPTION:

1. The agreement/contract is renewable for three additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the agreement/contract, a written preliminary notice will be furnished to the contractor prior to the expiration date of the agreement/contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)
2. Upon receipt of the Contracting Entity's preliminary notice, the contractor shall, if desired, submit a written agreement to continue agreement/contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the agreement/contract as renewed shall be deemed to include this option provision except that the total duration of the agreement/contract, including any renewals, shall not exceed eight years.
4. In all cases agreement/contract renewals shall be approved by the Contracting Entity's governing body, and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.

DELIVERY: Proposers shall specify their proposed delivery times for the requested goods and services in the Line Item pricing area in the electronic bidding system or in their proposal response.

If a deadline is specified and no alternative is proposed, the Proposer will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at the 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 proposal specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under the 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 contractor shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the proposal 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 contractor's best commercial practice to provide adequate protection against shipping damage. Contractor 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 goods 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 contractor agrees to furnish all quantities ordered by The City of Oklahoma City and its related Trusts during the agreement/contract period.
3. The Contracting Entity agrees to place orders with the contractor 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 agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of the 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 the agreement/contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

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

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 agreement/contract period.

Neither The City of Oklahoma City nor any of its Trusts shall be held liable for any and all damages sustained by any contractor for delivery of goods or services awarded by agreement/contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any Oklahoma City department or Trust 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.

3. Invoices must contain the following information:
 - a. Contractor/Vendor'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 contractor warrants that at the time of delivery, all items furnished under the agreement/contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this agreement/contract. All Proposers will furnish with their proposal 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 contractor agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the contractor for correction or replacement at the contractor's expense; or
 - b. Require an equitable adjustment in the 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 the agreement/contract:

- a. Agreement/Contract
- b. Proposer's Proposal
- c. General Requirements and Instruction for Proposers
- d. Oklahoma Open Records Act and Confidential Information
- e. Non-Discrimination Statement
- f. Anti/Non-Collusion Affidavit

MATERIAL SAFETY DATA SHEETS: Any Contractor supplying goods or materials to The City of Oklahoma City and/or a related Trust that require a Material Safety Data Sheet (MSDS) 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 City or Trust

In all instances, the Contractor shall furnish the material 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 or from The City and/or related Trust. The appropriate proposal number, agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the material safety data sheet or the composite concentration lists. 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

[Rest of page intentionally left blank]

PROPOSAL SPECIFICATIONS

Other Provisions

ADDENDA: It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposer's proposal will not be accepted if all addenda have not been acknowledged by the Proposer 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.

INSURANCE REQUIREMENTS: The following insurance requirements are applicable and must be obtained prior to contract award if the proposal submitted includes on-site installation, on-site maintenance services, or other repair services to be performed on City of Oklahoma City and/or Trust property.

LIABILITY & PROPERTY DAMAGE INSURANCE: The Contractor assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save The City of Oklahoma City and its Trusts harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly from acts or omissions of the Proposer or its employees regardless of fault and shall indemnify, defend, and save harmless The City of Oklahoma City and its Trusts from any penalties for violation of any law, ordinance or regulation affecting or having application to said acts or omissions.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

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 accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability Insurance – The contractor shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of the agreement/contract.

The insurance policies shall be issued by a company approved by The City of Oklahoma City. The Contractor must provide the Contracting Entity a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to Contracting Entity, The City of Oklahoma City or its Trust. Certificates of Insurance shall be delivered to the Contracting Entity prior to contract award. **The Contracting Entity shall be listed**

by name as the Certificate Holder. The policy description shall state the following: “The City of Oklahoma City and its Trusts are additional insureds on all policies as required by the contract”.

COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS: The Contractor covenants and agrees that he and his agents and employees will comply with all municipal, state and federal laws, rules and regulations applicable to the business to be conducted under this agreement, and that he shall obtain all necessary permits, pay all license fees and taxes to comply therewith.

CONTRACTOR BACKGROUND CHECKS: This agreement/contract may be utilized by the Oklahoma City Police Department and Municipal Courts. In order to comply with U.S. Department of Justice regulations, upon request, contractors may be asked to verify their identity or the identity of their employees through a state of residency and national fingerprint-based record checks. This background check shall be conducted within 30 days of assignment for all personnel who have direct or indirect access to Criminal Justice Information (CJI) and those who have direct responsibility to configure and maintain computer systems and networks with direct access to CJI or access to physically secure locations or controlled areas during CJI processing (CJIS Security Policy Section 5.12 Policy Area 12: Personnel Security). Contractors not willing to comply with this requirement should note this as an exception to the bid. This may be cause for rejection of a proposal depending upon the commodity.

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

Contacts by the Proposer 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 Proposer’s employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- 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 Proposer submitting a proposal violates the foregoing prohibition by contacting any of these parties, such contact may result in the Proposer being disqualified from the procurement process.

RIGHT TO REJECT: The City and its Trusts reserves the right to reject any or all proposals or to award the agreement/contract to the next most qualified respondent if the successful respondent does not execute an agreement/contract within 30 days after award of the proposal.

CLARIFICATION: The City and its Trusts reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

WITHDRAWAL OF PROPOSAL: Any proposal may be withdrawn until the date and time set above for the opening of the proposals. Any proposal not so withdrawn shall constitute an irrevocable offer, for a period of 90 days, to provide The City and/or the OCMFA the services set forth in the attached request for proposals, or until the proposals have been approved.

APPROVAL OF INFORMATION RELEASE: No reports, information, or data given to or prepared by the firm under the agreement/contract shall be made available to any individual or organization without prior written approval of The City and/or the OCMFA.

TERMINATION: This agreement may be terminated at the discretion of either party upon 30 days notice to the other party.

INDEPENDENT CONTRACTOR: Vendor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for The City and/or the OCMFA under the agreement/contract.

PROPOSAL SPECIFICATIONS
Technical Provisions

I. PROCESS:

A. PUBLISHED NOTICE:

Journal Record, May 22, 2024

The City and its Trusts do not provide access to a computer to prepare electronic proposals or electronic proposal submission. Proposers must register with BidSync at <https://www.bidsync.com> in order to submit an electronic proposal. The City and its Trusts recommend potential proposers register and become familiar with the BidSync electronic proposal process in advance of submitting a proposal. There is no charge to the proposer for registering or submitting an electronic proposal to the City or its Trusts through BidSync. Instructions on how to get registered to propose through BidSync can be found on the City's website at <http://www.okc.gov/bids/bidhelp.html>.

B. OPTIONAL PRE-PROPOSAL MEETING:

An optional pre-proposal meeting will be held on May 29, 2024 at 3738 SW 15th Street, Building #14 Oklahoma City, OK 73108. Attendance at the pre-proposal conference is recommended for all vendors who desire to submit a proposal. The purpose of the meeting is to explain the request for proposal, answer any questions concerning the proposal, and to receive any requests for amendments to the RFP as suggested by interested proposers. The City and/or the OCMFA makes no assurances that any such requested amendments will be incorporated into the RFP.

C. ADDENDA:

It is the Proposer's responsibility to log into the electronic bidding system to monitor any addenda that may be issued during the process. A Proposal will not be accepted if all addenda are not acknowledged through the system. If you are set up for electronic notifications through the system, you will receive a notification by e-mail if any addenda are issued. No other statements or representations will be binding on The City and the OCMFA except those in this RFP and any written addenda issued by The City and the OCMFA.

D. SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS:

There is no guarantee The City and/or the OCMFA will agree or comply with a requested amendment. Proposers may submit technical questions regarding the RFP through the electronic bidding by June 6, 2024. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.

II. INTENT:

The City of Oklahoma City (The City) and the Oklahoma City Municipal Facilities Authority (OCMFA) desires proposals for preventive maintenance and repair of the City's Outdoor Siren Warning System, associated systems and subsystems to include provisions for the purchase of replacement products such as sirens, siren controllers, encoders, radios, and replacement parts to be used as part of the overall system. Proposers are also

encouraged to submit cost saving solutions for purchasing, maintenance and management of these systems.

III. **BACKGROUND:**

The City of Oklahoma City operates an Outdoor Siren Warning System (OWS) that is used to alert citizens of impending danger from possible tornados when such alerts are issued by the National Weather Service or otherwise authorized by City Emergency management personnel. This system consists of 182 radio-controlled Whelen Sirens of various models, to control points, each with redundant radios and encoders, on the OKC owned P25 800mhz trunked radio system. The outdoor warning siren system was installed circa 2001 and has been maintained by the original vendor since installation. The radios and upgraded siren control boards were installed during an upgrade in early 2023.

IV. **REQUESTED SERVICES:**

A. **Repair Services**

The vendor selected for this service is required to provide all necessary parts and labor for the repair of Outdoor Warning Sirens, encoders, and associated software applications in the event of failures during normal operation and testing. For any radio equipment requiring repair, it will be delivered to the OKC Radio Shop, where a replacement will be issued.

The vendor must clearly specify in their proposal the expected response time following notification of a failure.

A stock of commonly used spare parts must be maintained by the vendor to enable immediate replacements when needed.

The selected vendor is responsible for contacting and covering the costs of any subcontractors required to carry out repairs. This includes the coordination and payment of external entities involved in the repair process.

B. **Siren Preventative Maintenance**

Proposal submissions are required to integrate a comprehensive checklist, meticulously tailored to the specific model of the siren slated for preventive maintenance (PM). This checklist should not only delineate the items to be inspected but also provide detailed procedures for examination during the PM cycle, including the tools and test equipment necessary for the task. In addition to standard equipment inspection, the checklist should encompass essential tasks for each siren, such as verifying bolt tightness, lubricating moving parts, and more, all in accordance with specifications. This meticulous approach ensures a thorough and model-specific maintenance regimen, thereby enhancing the overall effectiveness and reliability of the preventive maintenance process for the sirens in question. The resulting checklist will serve as a documented record of periodic preventive maintenance for future reference. Proposers are also expected to specify the frequency at which the PM activities will be conducted. The vendor awarded the contract must systematically record all activities, encompassing both repairs and preventive maintenance, within the City's Asset Management and Work Order system, MCM CommShop 360.

V. **SUBCONTRACTORS:**

The approved vendor has the option to engage subcontractors for the assigned work, but this utilization does not absolve the vendor of their primary responsibility. The proposed prices must encompass the entire cost, incorporating work conducted by subcontractors. Payments will be made solely to the vendor who secured the contract, either by the City or the OCMFA. It is the contracted vendor's obligation to compensate any subcontractors involved in the project.

VI. **PROPOSAL SUBMITTAL REQUIREMENTS:**

Each section below should be identified and presented in the same order to ensure the RFP evaluation committee considers the same information on each proposal. This list does not exclude the Proposer from providing all information requested in other sections of the proposal. This is provided as a guideline.

A. **LETTER OF SUBMITTAL:**

A cover letter introducing the company, describing the ownership, including the Proposer's complete address, phone number, fax number, e-mail address and signed by an authorized agent.

B. **COMPANY BACKGROUND AND EXPERIENCE:**

Provide detailed information regarding the history of the company and the track record in the industry.

- Proposer will describe their background, relevant experience, and qualifications, including, but not limited to the following:
- Company Structure: The Proposer will include in the proposal the legal form of their business organization, the state in which incorporated (if a corporation), the types of business ventures in which the organization is involved, the office location that will be the point of contact during the term of any resulting contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP.
- Experience: The Proposer must provide a list of all agencies for which similar services, as detailed in this RFP, have been provided during the past three years. The list must include:
 - o Dates of service
 - o Names of contact person(s)
 - o Title of contact person(s)
 - o Phone number of contact person(s)
- Financial Stability: The Proposer must provide financial information that would allow proposal evaluators to ascertain the financial stability of the firm.
- If a public company, the Proposer will provide their most recent audited financial report.
- If a private company, the Proposer will provide a copy of their most recent internal financial statement, and a letter from their financial institution, on the financial institution's letterhead, stating the Proposer's financial stability.

C. **PROJECT TEAM MEMBERS AND LOCAL SERVICE SUPPORT:**

Describe the project team who will be managing The City and the OCMFA's account with complete contact information, titles and office locations. Describe how your company will provide The City and the OCMFA with excellent customer service, especially during emergencies and when we experience equipment failure or have unique needs arise.

D. **CUSTOMER REFERENCES:**

Provide detailed customer references, including government agencies using your company's services for similar projects. A minimum of five references of current customers should be submitted.

E. **WARRANTY AND AFTER PURCHASE SUPPORT SERVICES:**

Provide information regarding warranty and repair services. Also, provide information regarding after purchase support and how your program would work for the City.

F. **PRICING FOR EQUIPMENT AND SERVICES:**

Proposer must submit detailed pricing and what your price offering is for The City and the OCMFA. The pricing structure should include detailed pricing for preventive maintenance, equipment, installation, repair, repair parts, and other services. The City and the OCMFA prefer to receive a discount from the Manufacturer's Suggested Retail Price (MSRP) for the products/equipment or related services being proposed. A website or electronic catalog is preferred, but catalogs and price lists will also be accepted. The City and the OCMFA expect to receive competitive pricing. National Cooperative Agreement pricing may be proposed and incorporated into The City and the OCMFA contract; however, the contractor should be willing to agree to The City's and the OCMFA's standard contract terms and conditions. All proposers are required to submit pricing in the form of either line-item pricing or a percentage discount from a website or catalog price or a combination of these pricing strategies. Proposers are also encouraged to offer optional pricing strategies, such as but not limited to, a "Hot List". Cost plus pricing is discouraged and is not the preferred pricing methodology.

G. **FORMS AND OTHER DOCUMENTS:**

The electronic bidding system will require that you acknowledge that you reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature. The Non-Discrimination Statement, Anti/Non-Collusion Affidavit and Vendor Registration Form will be completed prior to contract award.

VII. **SELECTION PROCESS:**

- A. **PROPOSAL EVALUATION PROCESS:** Each proposal will be independently evaluated by a selection committee. The selection committee is comprised of members from the user departments, as well as a Finance Director and City Manager designee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the proposers. The selection committee will report the results of its evaluations and make its recommendation to The City and the Oklahoma City Municipal Facilities Authority. The City and the OCMFA will approve the

recommended proposer, a different proposer, or may decline to contract with any proposer.

- B. **SELECTION CRITERIA:** Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP.

Emphasis will be placed on the following criteria (in no particular order):

1. Overall proposed services and level of detail
2. Company history and track record
3. Project team members and local service support
4. Customer references
5. Warranty and after purchase support and services
6. Equipment, solutions and services
7. Pricing for equipment and services

VIII. **ADDITIONAL REQUIREMENTS AND INFORMATION:**

A. **ADDENDA AND INTERPRETATIONS:** If it becomes necessary to revise any part of this RFP, an addendum will be issued through the electronic bidding system. The City of Oklahoma City is not bound by any oral representation, clarifications or changes unless the same is provided to proposers in written addendum form from the Procurement Services Division.

B. **ALTERING PROPOSALS:** Proposals cannot be altered or amended after the submission deadline; however, the selection committee may request a clarification or additional information from any, some or all proposers.

C. **PROPOSAL TIMELINE:**

Event	Date
RFP available	Wednesday, May 22, 2024
Optional Pre-Proposal meeting	Wednesday, May 29, 2024
Technical questions due by noon.	Thursday, June 6, 2024
Proposals due to the City Clerk's Office by 4:00 p.m.	Wednesday, June 12, 2024
Interviews and clarifications, if desired by the City of Oklahoma City	June 13 – June 20, 2024
Finalization of Contract Terms	June 21 – July 2, 2024
Contract Approval	Tuesday, July 16, 2024

Note: Beyond the Proposal due date, all dates are tentative and subject to change.

I. **EXCEPTIONS/DEVIATIONS:**

Any exceptions to the terms and conditions, procedures, scope, type, and frequency of services and specifications, to those listed above, and any deviations shall be clearly spelled out on the proposal in writing, attached, and made a part of the proposer's proposal. Failure to do so shall be construed to mean that the proposer proposes to provide the services exactly as described, and in full compliance with all terms and conditions of the RFP.

II. SUBMITTAL INFORMATION INSTRUCTIONS:
COMPILE YOUR PROPOSAL DOCUMENTS IN THE FOLLOWING ORDER:

- *First*, electronically complete or acknowledge required forms in the electronic bidding system.
- *Second*, your Cover Letter (a simple letter of submittal, typically sent by proposers).
- *Third*, attach a copy of any exceptions made to the requirements of this RFP.
- *Fourth*, attach the proposal information requirements as described above, including, but not limited to; all items listed in Sections IV, V and VI.
- *Finally*, The City and the Oklahoma City Municipal Facilities Authority will receive electronic proposals until 4:00 p.m. on June 12, 2024. Responses can be uploaded into the electronic bidding system in one file or in different files clearly labeling what is contained in each electronic file.

Question and Answers for Bid #RFP-OCMFA-036 - Outdoor Siren Warning System Maintenance and Repair

Overall Bid Questions

There are no questions associated with this bid.