

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

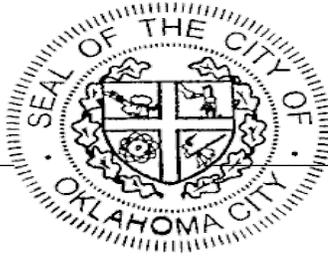
PRICING AGREEMENT

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

31ST day of DECEMBER, 2024.

ATTEST:


CITY CLERK




MAYOR

Reviewed for form and legality.


ASSISTANT MUNICIPAL COUNSELOR

Supplier: **CDWG**

**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 **CDW Government 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 **0% net 30 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 do so, 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.

Justin Schwier

Type Name of Authorized Agent

Manager, Proposals

Title of Authorized Agent

CDW Government LLC - 230 N. Milwaukee Ave, Vernon Hills, IL 60061

Company Name and Address

Zip Code

Jack.Oconnell@cdw.com

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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Supplier: **CDWG**

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 ← ←

Justin Schwier
Type Name of Authorized Agent/Representative
CDW Government LLC
Company Name
230 N. Milwaukee Ave, Vernon Hills, IL
Address
800-808-4239
Telephone Number and Fax Number, if any

Manager, Proposals
Title
60061
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
Virginia) SSS
County of *)
Prince William

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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 **20**day of **November,** **2024** by **Justin Schwier**
me on this
[Day] [Month] [Year] [Print the name of the
agent/representative who signed
above.]

My Commission Number: **7966620** **Azeen Azeem**
[Oklahoma] Type Name of Notary Public
My Commission Expires: **4/30/2025**
[Date/Year]

[49 Okla. Stat. 2011 §119]

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

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Appointment of Authorized Representative with Limited Signing Authority

In accordance with the authority delegated to the undersigned, Robert F. Kirby, President, CDW Government LLC (“Company”), the undersigned hereby delegates to Justin Schwier (“Authorized Representative”) holding the title, Manager, Proposals (“Authorized Title”), of Company or its affiliate, the authority solely to review and execute certain Contract documents, subject to certain limitations, as set forth in the table below (“Restricted Authority”).

Contract Types: <i>select type of agreement (one or more may apply)</i>	<input type="checkbox"/>	Agreements and purchase orders related to marketing.
	<input type="checkbox"/>	Nondisclosure and other forms of confidentiality agreements and non-binding letters of intent in connection with potential M&A opportunities.
	<input type="checkbox"/>	Non-disclosure and other forms of confidentiality agreements with customers and partners.
	<input type="checkbox"/>	Agreements with customers to provide IT products and professional services (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete contract including memorandums of understanding, and subcontracts with partners on the Agreements described above, but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input checked="" type="checkbox"/>	Bids & Proposals to provide IT products and professional services, (to the extent such services are authorized by the undersigned), and all such accompanying forms (attestations and disclosures) that are generally required to form a complete offer for contract package, but excluding software beta test and early adoptee offers, and any offer out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs and Change Orders with customers to provide IT professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee contracts, and any contracts out of the ordinary course of Company's business.
	<input type="checkbox"/>	Agreements with partners to purchase IT products and professional services (to the extent such services are authorized by the undersigned), but excluding software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input type="checkbox"/>	Agreements, including but not limited to, Participation Agreements and Teaming Agreements with Partners/Vendors to provide IT products and professional services to customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
	<input type="checkbox"/>	SOWs with Partners/Vendors to provide IT professional services to Customers (to the extent such services are authorized by the undersigned), but excluding agreements for software beta test and early adoptee agreements, and any agreements out of the ordinary course of Company's business.
Check other:	<input type="checkbox"/>	[Click to fill in description]
Territorial Limit	U.S. Only	
Not to Exceed Dollar Value Limit	Up to \$5,000,000. (This is total value, not annual value, of a contract.)	
Not to Exceed Contract Duration for Services	Up to three (3) year(s)	
Required Approvals and Other Conditions	<ul style="list-style-type: none"> • Compliance with Company Legal Department mandated contract review process. • Compliance with Company policies. • Capital expenditures approval, if applicable. • General Counsel review if Contract is with any principal stockholder, director or officer (or immediate family member) of a CDW company. • Treasurer review of any grant of a security interest or lien. • Legal approval of any contract with a foreign entity. • Delegation in the Agiloft tool as backup for you while out must only be provided to an individual coworker with the same title and level of signing authority as you, or your manager. 	

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[Signature Page Follows]

Authorized Representative shall use the following signature block, or one that indicates in a substantially similar manner that the Authorized Representative is authorized when executing Contracts on behalf of Company:

CDW Government LLC

By: Justin Schwier, its Authorized Representative

This appointment is effective on the date specified below and shall remain in effect until the earliest of: (a) the date, December 31, 2023, when this Restricted Authority expires; (b) the date when the Authorized Representative no longer holds the Authorized Title; or (c) the date when the Restricted Authority is terminated by the undersigned. Authorized Representative may not assign or delegate the Restricted Authority to any other person.

Effective Date January 1, 2023:



Robert F. Kirby
President
CDW Government LLC

Received and Approved by Corporate Paralegal:



Janell Nelsen

Received and Approved by the Corporate Secretary's Office:



April Hanes-Dowd

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Supplier: **CDWG**

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: **CDW Government LLC**

Address: **230 N. Milwaukee Avenue, Vernon Hills, IL 60061**

Contact Person: **Jack O'Connell - Account Manager** Email Address: **Jack.OConnell@cdw.com**

Telephone Number: **312-547-2791** Fax Number: **312-705-9179**

Billing Contact:

Company Name: **CDW Government LLC**

Address: **75 Remittance Drive, Suite 1515, Chicago, IL 60675-1515**

Contact Person: **Jack O'Connell - Account Manager** Email Address: **Jack.OConnell@cdw.com**

Telephone Number: **312-547-2791** Fax Number: **312-705-9179**

Service Contact:

Company Name: **CDW Government LLC**

Address: **230 N. Milwaukee Avenue, Vernon Hills, IL 60061**

Contact Person: **Jack O'Connell - Account Manager** Email Address: **Jack.OConnell@cdw.com**

Telephone Number: **312-547-2791** Fax Number: **312-705-9179**

After Hours Emergency Number(s) **312-547-2791**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s) **Jack.Oconnell@cdw.com**

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CDWG

Bid Contact **Jack O'Connell**
jack.oconnell@cdw.com
Ph 312-547-2791

Address **625 W Adams St**
Chicago, IL 60061

Bid Notes **Oklahoma state & local government organizations have a dedicated team of security engineers and architects that take calls provide a free of charge perspective on a challenge or your environment. Those same security engineers and architects work with OMES CyberCommand in managing 3 of their largest security instances within the State's environment. If you are interested to learn more about any of CDW's competencies and capabilities, please reach out (Jack.OConnell@cdw.com) & we can set up that knowledge transfer**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
25108--01-01	Security Related Hardware: Price List, Catalog, or Website	Supplier Product Code: Fortinet Supplier Notes: The lowest base level of discount off list price for Fortinet products. Can grow to +50% depending on the size and how early we are brought in. We are the highest tier partner of Fortinet & was recently rewarded Security Operations partner of the year	First Offer - 5.00%	1 / each	5.00%	Y Y
25108--01-02	Security Related Hardware: Price List, Catalog, or Website	Supplier Product Code: Palo Alto Supplier Notes: The lowest base level of discount off list price for Palo Alto products. Can grow to +45% depending on the size and how early we are brought in. CDW has the most comprehensive Palo Alto practice in the world and that includes Palo Alto themselves. We perform services & trainings on their products better then themselves.	First Offer - 5.00%	1 / each	5.00%	Y

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25108--01-03	Security Related Hardware: Price List, Catalog, or Website	Supplier Product Code: Cisco Supplier Notes: The lowest base level of discount off list price for Cisco products. Can grow to +75% depending on the size and how early we are brought in. CDW and Cisco are each other's largest partners which brings about immense advantages from Knowledge, services & our companies integration with eachother	First Offer - 15.00%	1 / each	15.00%	Y
25108--01-04	Security Related Hardware: Price List, Catalog, or Website	Supplier Product Code: Sophos Supplier Notes: The lowest base level of discount off list price for Sophos products. Can grow to +75% depending on the size and how early we are brought in.	First Offer - 5.00%	1 / each	5.00%	Y
25108--01-05	Security Related Hardware: Price List,	Supplier Product Code: Misc Manufacturers Supplier Notes: We work with hundreds of security vendors/manufacturers and	First Offer - 2.50%	1 / each	2.50%	Y

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Catalog, or Website can get extreme discounting due to their strategic advantage of working with CDW, the largest information security integrator in the US

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
25108--02-01	Security Related Solutions: Price List, Catalog, or Website	Supplier Product Code: Tenable Supplier Notes: The lowest base level of discount off list price for Tenable products. Can grow to +30% depending on the size and how early we are brought in.	First Offer - 2.50%	1 / each	2.50% Y Y
25108--02-02	Security Related Solutions: Price List, Catalog, or Website	Supplier Product Code: Proofpoint Supplier Notes: The lowest base level of discount off list price for Proofpoint products. Can grow to +40% depending on the size and how early we are brought in.	First Offer - 5.00%	1 / each	5.00% Y
25108--02-03	Security Related Solutions: Price List, Catalog, or Website	Supplier Product Code: Cyberark Supplier Notes: The lowest base level of discount off list price for Cyberark products. Can grow to +30% depending on the size and how early we are brought in.	First Offer - 10.00%	1 / each	10.00% Y
25108--02-04	Security Related Solutions: Price List,	Supplier Product Code: Okta Supplier Notes: The lowest base level of discount off list price for Okta	First Offer - 15.00%	1 / each	15.00% Y

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Catalog, or Website products. Can grow to +40% depending on the size and how early we are brought in.

25108--02-05	Security Related Solutions: Price List, Catalog, or Website	Supplier Product Code: Misc Manufacturer Supplier Notes: We work with hundreds of security vendors/manufacturers and can get extreme discounting due to their strategic advantage of working with CDW, the largest information security integrator in the US	First Offer - 2.50%	1 / each	2.50%	Y
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Item #	Line Item Notes	Unit Price	Qty/Unit	Lot Total	\$0.00	Attch. Docs
25108--03-01	Security Related Support Services: Security Related Support Services	Supplier Product Code: Associate Consulting Engineer Supplier Notes: Hourly rates are shown. There are only 10 slots to share of the different Professional Services hourly rates but we do have more to share. In the last ten years, CDW has transformed from a traditional value-added reseller to a mature IT service integrator. Our practice and capabilities are unmatched. Please read the attached document to get a taste of our services portfolio and please reach out if you are curious in learning more.	First Offer - \$183.75	1 / each	\$183.75	Y Y

25108--03-02	Security Related Support Services: Security Related Support Services	Supplier Product Code: Consulting Engineer Supplier Notes: Hourly rates are shown	First Offer - \$225.75	1 / each	\$225.75	Y
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25108--03-03	Security Related Support Services: Security Related	Supplier Product Code: Senior Consulting Engineer Supplier Notes: Hourly rates are shown	First Offer - \$236.25	1 / each	\$236.25	Y
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Support Services						
25108--03-04	Security Related Support Services: Security Related Support Services	Supplier Product Code: Technical Lead / Principal Consulting Engineer	First Offer - \$267.75	1 / each	\$267.75	Y
		Supplier Notes: Hourly rates are shown				
25108--03-05	Security Related Support Services: Security Related Support Services	Supplier Product Code: Enterprise Consulting Architect	First Offer - \$267.75	1 / each	\$267.75	Y
		Supplier Notes: Hourly rates are shown				
25108--03-06	Security Related Support Services: Security Related Support Services	Supplier Product Code: Business Consulting Analyst	First Offer - \$257.25	1 / each	\$257.25	Y
		Supplier Notes: Hourly rates are shown				
25108--03-07	Security Related Support Services: Security Related Support Services	Supplier Product Code: Project Administrator	First Offer - \$173.25	1 / each	\$173.25	Y
		Supplier Notes: Hourly rates are shown				
25108--03-08	Security Related Support Services: Security Related Support Services	Supplier Product Code: Project Manager	First Offer - \$220.50	1 / each	\$220.50	Y
		Supplier Notes: Hourly rates are shown				
25108--03-09	Security Related Support Services: Security	Supplier Product Code: Senior Project Manager	First Offer - \$225.75	1 / each	\$225.75	Y
		Supplier Notes: Hourly rates are shown				

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Related
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25108--03-10	Security Related Support Services: Security Related Support Services	Supplier Product Code: Enterprise Project Manager, PMO Lead Supplier Notes: Hourly rates are shown	First Offer - \$241.50	1 / each	\$241.50	Y
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Lot Total **\$2,299.50**

Supplier Total **\$2,299.50**

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CDWG

Item: **Security Related Hardware:Price List, Catalog, or Website**

Attachments

Narrative OKC Hardware.pdf

CDW Government LLC Exceptions_Terms of Offer.pdf

2024 W-9 - CDW Government LLC.pdf

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When choosing a long-term services and implementation partner, we hope our experience and commitment to cybersecurity endeavors will be of interest to Oklahoma City. At CDW-G, we hope that in addition to the technology, the ability for a partner to execute, collaborate and deliver solutions will be considered as vigorously as the technology itself. Over the past years, CDW and its division CDW-G have made a significant investment in the information security space with key acquisitions of Sirius, Focal Point and Locus, making us the largest information security integrator. Integration and support being critical to the success of large projects we offer for your consideration some additional non-specific criteria to evaluate:

CDW-G STRIVES TO BE YOUR COLLABORATIVE STRATEGIC PARTNER

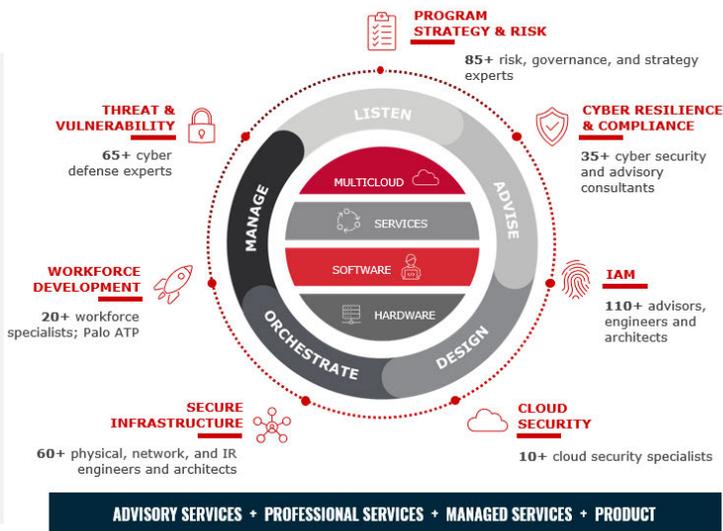
With the acquisitions of Focal Point and Sirius

CDW is now the largest security integrator in North America

- 500+** Delivery Coworkers
- 150+** Presales and Support Coworkers
- \$3.5B** Annual Revenue (2021)
- \$150M** Annual Services Revenue
- #4** CRN's Solution Provider 500



2 CDW.com | 800.800.4239



CDW has a longstanding commitment to our customers with a large and diverse group of teams to help Oklahoma City on their cyber-security journey. With over 500 architecture, delivery, and administrative coworkers, CDW-G has a large and diverse staff to assist in all aspects of security and cyber readiness.

The philosophy at CDW-G is to address challenges in a collaborative, solution-based approach, leveraging our diverse team of experts and coworkers to augment the goals and vision for our customers.

CDW-G Technology Partnerships

CDW-G relies on our strong technology partnerships to provide complete solutions for both products and services. With a vendor community of over 1000 vendor product offerings, CDW-G makes transacting business effortless for our customers, ensuring excellent competitive pricing and strong customer support.

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CDW's Security certifications and recognitions

CDW has mastered key private and public coursework in the latest security advances



CDW's Delivery Excellence recognized by technology and industry partners



World-Class Technology Partnerships

With one of the largest technology partnership portfolios in the industry, CDW can support a full stack of security solutions.

Barracuda	Delinea	KnowBe4	Proofpoint	Tanium
Check Point	ExtraHop	Microsoft	SailPoint	Trellix
Cisco	F5	Mimecast	SentinelOne	Trend Micro
Cofense	Forcepoint	Netskope	SonicWall	VMware
CrowdStrike	Fortinet	Okta	Sophos	Zscaler
CyberArk	IBM	Palo Alto Networks	Splunk	

Discover how CDW's security capabilities can help your organization achieve its goals. Contact your account team, or give us a call at **800.800.4239**

Strengthen defenses with technical assessments, remediation and response services

CDW offers a comprehensive set of services designed to take a technical deep dive into your security, with assessments that measure the strength of your networks, applications and endpoints. With our detailed deliverables, we can lead or assist as you remediate high-priority gaps, and design stronger detection and incident response programs to mitigate the risk of compromise or data loss.



Our services, which can be tailored to your technical environment, include:

Solutions and Services

- Penetration testing
- Blue/red team exercises
- Web app VA/testing
- Threat/vulnerability platforms
- Endpoint detection and response (EDR)
- Incident response

Managed Services

- Solution optimization/tuning
- Managed malware
- Managed vulnerability scanning
- Managed IR
- Managed SIEM
- Managed scanning
- Managed EDR



Considerations for Implementing Effective Incident Response Capabilities

- Do I understand my business risk? Have I identified the types of assets and information that need to be protected?
- Have I secured an executive sponsor?
- Has my organization developed a security strategy and communicated it effectively?
- Do I have the right team assembled? Do they understand their responsibilities during an incident?
- Do I have the right tools in place to ensure timely incident detection and response?
- Have I developed a formal incident response plan? Have I tested the efficacy of my current incident response plan and processes?

CDW-G, Vendor Partnerships and our Customers

At CDW-G, our philosophy on cybersecurity focuses on collaboration, teamwork, and diversity of experience and ideas to deliver a fully integrated set of products, planning, and services to address the rapidly changing cybersecurity threat landscape.. With the cost of a cyber incident rising the CDW-G philosophy is based on team-work, planning and advisory services to reduce risk and provide the most effective cyber defense strategies.

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Terms of Offer (Exceptions)

All information and documents hereby submitted in response to the Request for Bids (“RFB”) furnished by Oklahoma City (“Customer”) are the property of and are proprietary to CDW Government, LLC (“CDW Government”).

Notwithstanding anything to the contrary contained in the Bid, CDW Government declares its understanding that CDW Government’s Terms and Conditions of Product Sales and Service Projects (“T&C”), as updated from time to time and provided on CDW Government’s website at <https://www.cdw.com/content/terms-conditions/product-sales.aspx>, constitute the terms and conditions controlling the transaction contemplated by the RFP, except as otherwise agreed upon in writing by the parties. CDW Government requests that Customer review and confirm acceptance of the T&C or, if necessary, negotiate with CDW Government a mutually agreeable final contract. CDW Government shall not be bound to any term(s) of the RFB or the Bid or to any contract related to the RFB until or unless: (i) Customer confirms in writing its acceptance of the T&C; or (ii) authorized representatives of CDW•G and Customer execute a written contract that is separate from the Bid.

Except as otherwise set forth above, CDW Government agrees to maintain the validity of the Bid for a period of thirty (30) days from the RFB-established due date (“Validity Period”), provided that there are no extraordinary changes in pricing due to unique market conditions, product discontinuation, manufacturer price changes, or other extenuating circumstances. In order to ensure CDW Government’s commitment to the pricing levels and other proposed offerings contained in the Bid, Customer may notify CDW Government via mail or e-mail that either: (i) Customer accepts CDW Government’s Bid and agrees to be bound by the T&C, or (ii) Customer intends to negotiate with CDW Government a separate agreement during the Validity Period.

CDW Government will conduct any negotiation of a final agreement with Customer in good faith. Notwithstanding the foregoing, any prices or other privileges contemplated in the Bid shall commence on the effective date of agreement between the parties or the date of agreement or amendment to an existing agreement between the parties

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75 Tri-State International
Lincolnshire, IL 60069

CDW.com

January 1, 2024

To CDW Government LLC Customers:

CDW Government LLC is your supplier/vendor. CDW Government LLC's FEIN is [REDACTED]. This is the number displayed on our invoices.

CDW Government LLC is treated as a disregarded entity for federal income tax purposes. The Internal Revenue Service requires the W-9 to be completed by an entity that is not a disregarded entity for federal tax purposes. For CDW Government LLC, that entity is the parent corporation, CDW LLC, FEIN 36-3310735. Consequently, CDW Government LLC's W-9 lists CDW LLC as the "Name (as shown on the income tax return)" and the "Business name" as CDW Government LLC.

The address on our W-9, (230 N. Milwaukee Ave. Vernon Hills, IL 60061), is our mailing address registered with the IRS. CDW Government LLC requests your payments to be mailed to another address, (75 Remittance Dr, Suite 1515, Chicago, IL 60675). This is merely for payment processing and is not a CDW Government LLC physical location.

We apologize for any confusion our organizational structure may cause you; however, we have completed the W-9 as required by the Internal Revenue Service.

Please feel free to contact us at taxteam@cdw.com should you have any questions or require additional documentation.

Thank you,

CDW Tax Department

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CDWG

Item: **Security Related Solutions:Security Related Solutions:Price List, Catalog, or Website**

Attachments

Narrative OKC Software.pdf

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When choosing a long-term services and implementation partner, we hope our experience and commitment to cybersecurity endeavors will be of interest to Oklahoma City. At CDW-G, we hope that in addition to the technology, the ability for a partner to execute, collaborate and deliver solutions will be considered as vigorously as the technology itself. Over the past years, CDW and its division CDW-G have made a significant investment in the information security space with key acquisitions of Sirius, Focal Point and Locus, making us the largest information security integrator. Integration and support being critical to the success of large projects we offer for your consideration some additional non-specific criteria to evaluate:

CDW Security Practice Overview

CDW's security practice has the depth and breadth to support your entire security journey. CDW makes security an enabler, not an obstacle. With a full range of assessment, design, orchestration and managed services, CDW helps you mature and scale a security program that drives toward your business objectives without slowing down innovation.

- RISK, COMPLIANCE AND PROGRAM CONSULTING
- IDENTITY AND ACCESS MANAGEMENT
- SECURE INFRASTRUCTURE
- THREAT AND VULNERABILITY
- SKILLS AND TRAINING
- PHYSICAL SECURITY

CDW Security Capabilities

500+ Professionals focused on security	40k+ Security solutions delivered
350+ Delivery engineers, architects and consultants	30k+ Technology professionals trained
150+ Presales architects and advisors	\$4B In security solutions and services
150+ Vendor partnerships	72 Industry-leading NPS Score

Confidential 2

CDW has a longstanding commitment to our customers with a large and diverse group of teams to help Oklahoma City on their cyber-security journey. With over 500 architecture, delivery, and administrative coworkers, CDW-G has a large and diverse staff to assist in all aspects of security and cyber readiness.

The philosophy at CDW-G is to address challenges in a collaborative, solution-based approach, leveraging our diverse team of experts and coworkers to augment the goals and vision for our customers.

CDW-G Technology Partnerships

CDW-G relies on our strong technology partnerships to provide complete solutions for both products and services. With a vendor community of over 1000 vendor product offerings, CDW-G makes transacting business effortless for our customers, ensuring excellent competitive pricing and strong customer support.

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Ensure your cyberdefenses can combat evolving threats

Are you prepared to protect your data in a changing security landscape? With cyberattacks growing in volume and complexity, and data and apps residing everywhere and being accessed from anywhere, it's time to adopt a Zero Trust philosophy.



CDW provides a wide range of solutions to handle your data protection needs:

Solutions and Services

- Application security
- Security intelligence and analytics
- DLP strategy and roadmaps
- Data protection programs
- Data discovery, handling, and classification
- Web app firewalls (WAF)

Managed Services

- Solution optimization/tuning
- Managed proxy



Key Considerations for Strengthening Cybersecurity Effectiveness

Do I have the visibility I need across my network? Can I identify what data I need to protect? Can I identify which people and devices are connecting to my network? Do I have insight into which devices they're using and which applications they're accessing? How regularly do I conduct threat assessments and red and blue team exercises?

How quickly can I detect, mitigate and recover from a cyberattack, if one occurs? For cyber-risk insurance purposes, have I evaluated the value of my data and what the impact would be if exfiltration occurred? How resilient is my environment? Do I have the proper tools in place to detect breaches and reduce time-to-response? How often do I test my backup/recovery systems? Do I have procedures in place to comply with SEC cybersecurity disclosure rules?

Overcome the authentication challenge

Cyberthreats related to identity and credential exploits are on the rise, especially with the prevalence of remote and hybrid work. Many organizations lack proper credential and account access protections, leaving the door open for breaches.



Robust identity management involves a multilayered security strategy and approach, which CDW can provide through:

Solutions and Services

- Rapid assessments and strategy
- IAM, IGA, and PAM implementation
- User rights and access reviews
- Solution selection and bakeoffs

Managed Services

- Solution optimization/tuning
- IAM and PAM support services
- Managed authentication
- White-glove managed identity
- Managed application services
- Managed process services



Cyberthreats related to identity and credential exploits are on the rise, especially with the prevalence of remote and hybrid work.

84% of respondents experienced an identity-related breach in the past year.

Source: Identity Defined Security Alliance, "2022 Trends in Securing Digital Identities," www.iddefined.org

CDW-G, Vendor Partnerships and our Customers

At CDW-G, our philosophy on cybersecurity focuses on collaboration, teamwork, and diversity of experience and ideas to deliver a fully integrated set of products, planning, and services to address the rapidly changing cybersecurity threat landscape. With the cost of a cyber incident rising the CDW-G philosophy is based on teamwork, planning and advisory services to reduce risk and provide the most effective cyber defense strategies.

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CDWG

Item: **Security Related Support Services:Security Related Support Services:Security Related Support Services:Security Related Support Services**

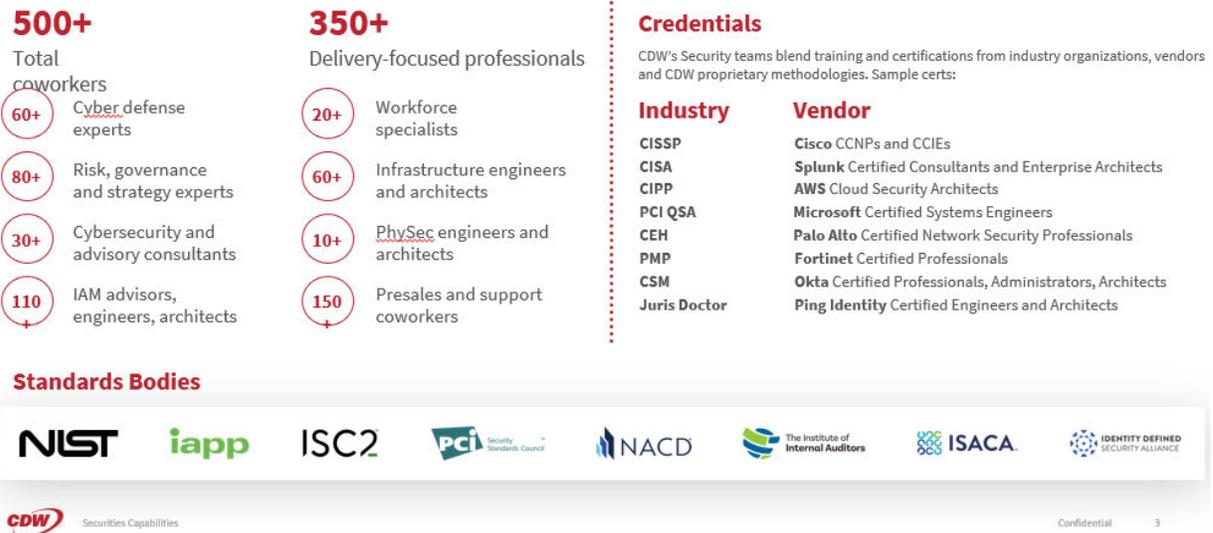
Attachments

Narrative OKC Services.pdf

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When choosing a long-term services and implementation partner, we hope our experience and commitment to cybersecurity endeavors will be of interest to Oklahoma City. At CDW-G, we hope that in addition to the technology, the ability for a partner to execute, collaborate and deliver solutions will be considered as vigorously as the technology itself. Over the past years, CDW and its division CDW-G have made a significant investment in the information security space with key acquisitions of Sirius, Focal Point and Locus, making us the largest information security integrator. Integration and support being critical to the success of large projects we offer for your consideration some additional non-specific criteria to evaluate:

Team Credentials and Certifications



CDW has a longstanding commitment to our customers with a large and diverse group of teams to help Oklahoma City on their cyber-security journey. With over 500 architecture, delivery, and administrative coworkers, CDW-G has a large and diverse staff to assist in all aspects of security and cyber readiness.

The philosophy at CDW-G is to address challenges in a collaborative, solution-based approach, leveraging our diverse team of experts and coworkers to augment the goals and vision for our customers.

Security Engineering Services

CDW-G is pleased to offer an extensive list of security engineering services for installation, upgrades and tools optimization. In lieu of classes, small blocks of time with subject matter experts in a specific technology. These "knowledge transfer" sessions can be used for current security controls (typically products) and tools, to modernize functionality, extend security functions and take advantage of new features.

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In addition, CDW-G can provide health checks, technology reviews, configuration services and troubleshooting support.

Cyber Security Incident Response Services

Incident Response Planning and Execution



Proactive Services

Program Development: Jumpstart for new programs or optimizations for existing programs.

Tabletop Exercises: Rehearse roles, responsibilities, and action plans during a simulated incident.

Compromise Assessment: Identify suspicious activity on endpoints, servers, networks, Microsoft 365, etc.



Reactive Services

Retainers: When you add CDW Government's retainer-based Security IR Services to your cybersecurity plan, the paperwork is handled up front, meaning there's no delay between discovery of an incident and our response.

Our retainer services provide 24x365 incident response support, with an RTO of two or four hours, depending on the selected package.



Recovery Services

This service focuses on quickly aiding a customer with the recovery and remediation of their environment after a significant cyber incident — such as a ransomware event.

Client Devices

Desktop systems, mobile devices, cell phones, operating systems, commercial software (such as Microsoft Office), configurations, and local data stores

Network Services

LAN/WAN environments (both inside and outside of the State's network), including routers, bridges, switches, and security devices

Application Services

Applications found to be insecure, or damaged by intrusion, including code modules, access controls, and database protection and administration

Computing Environment

The computing environment that enables other services either within an existing data center or related infrastructure



It's every IT leader's nightmare scenario: a major security incident, locking employees from files, corrupting data and potentially devastating the organization. What if you could have a whole team of experienced security consultants just one phone call away, ready to respond at a moment's notice to any security incident you discover? Now you can.

Prepaid Incident Response Service (Essential & Premium): Depending on your service level, our one-year agreements are good for up to 120 hours of service, and up to 40 hours of event preparedness services. Event Preparedness Services included may consist of: IR Readiness Assessment, IR Program Development (Policy, Plan & Playbook Development, IR Tabletop Exercise or IR First Responder Training. This service also allows you to reallocate a portion of unused services fees to additional security advisory and assessment services at the end of your contract.

Proactive & Preparedness Services: CDW also provides four complete proactive event preparedness security services to help your team be better prepared for the inevitable. We utilize the same skilled consultants and tools for these services that we leverage to respond to security incidents.

Compromise Assessment: CDW will help you understand if/when you have been compromised by providing focused threat hunting in your environment.

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IR Readiness Assessment: CDW will review your IR policy, plan & playbook, evaluate roles, responsibilities, processes and security tools along with performing a refresher training for IR Handlers and First Responders.

IR Program Development (Policy, Plan & Playbook Development): CDW will coordinate and lead a one-day workshop assessing your existing IR policy, plan, playbook and incident notification requirements and then provide you with a complete IR policy, plan and playbook.

IR Planning and Tabletop Exercise Workshop: CDW will perform an assessment including a review of policy, plan and playbooks, review of tools, roles and responsibilities. We will also provide First Responder refresher training, IR tabletop exercise, after action review, playbook updates and complete knowledge transfer.

Cyber Security Incident Training Services

Cyber Workforce Assessment

Assess the suitability of the cyber workforce to defend the organization by evaluating roles and responsibilities, governance, and the knowledge, skills and abilities of the individuals. See Sample Testing Report Document for testing categories.

Security Training Services

Security Training

CDW Government offers security awareness training from market leaders like KnowBe4 and Proofpoint, as well as a large library of training specifically for security and technology workers. Through these partnerships and CDW's own portfolio, we can create customized and blended offerings to provide focused, outcome driven training that can meet the needs for cyber awareness organizationally.

<p>Awareness Training for All Workers</p> <p>Security awareness training elevates the security education of state employees, helping them recognize and prevent cybersecurity threats, thereby reducing the risk of security breaches within state agencies and departments.</p> <p>CDW Government is proud to partner with the following companies to bring complete security awareness solutions to its customers.</p> <div style="display: flex; justify-content: space-between;"> <div data-bbox="232 1486 381 1535"> </div> <div data-bbox="402 1465 755 1566"> <p>KnowBe4 provides comprehensive security awareness training and simulated phishing platforms designed to help government agencies reduce the risk of human error and enhance cybersecurity resilience.</p> </div> </div> <div style="display: flex; justify-content: space-between;"> <div data-bbox="232 1612 381 1648"> </div> <div data-bbox="402 1587 755 1688"> <p>Proofpoint delivers targeted security awareness solutions that help government organizations educate employees on identifying and preventing cyber threats, reducing human risk, and building a culture of security.</p> </div> </div>	<p>Technical Training for Technology Workers</p> <ul style="list-style-type: none"> <li data-bbox="865 1297 1317 1346"> <p>Virtual Or In Person Best-in-class virtual and in-person training experiences.</p> <li data-bbox="865 1360 1336 1423"> <p>Technology and Skillsets Our training focuses on the core skillsets you need and the technology in your stack.</p> <li data-bbox="865 1438 1305 1501"> <p>Instructor-led Training All courses led live by our highly experienced, certified instructors.</p> <li data-bbox="865 1516 1308 1579"> <p>Training Credit Model Our training credit model gives enterprise customers a simpler path through procurement.</p> <div style="display: flex; justify-content: space-around; align-items: center; margin-top: 20px;"> <div data-bbox="865 1627 997 1696"> <p>30,000 Students trained</p> </div> <div data-bbox="1040 1627 1224 1696"> <p>4.9/5 Average instructor rating</p> </div> <div data-bbox="1276 1627 1390 1696"> <p>100+ Courses available</p> </div> </div>
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The CDW-G Focal Point Academy offers an extensive list of over 100 classes for all aspects of cybersecurity skills development. Supporting popular technologies like Cisco, Palo Alto, Fortinet and other leading manufacturers, the CDW-G offering also offers an extensive list of vendor agnostic skills development. The entire catalog can be viewed by following this link:

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[IT & Cybersecurity Certification Training Programs | CDW](#)

Penetration and Red Team Exercises

External Penetration Testing

Identify and test the full external attack surface of an organization to achieve a full-breadth test of all available services exposed to the public Internet by the client.

Internal Penetration Testing

Identify and test the full internal attack surface of an organization to increase the overall security posture of the organization by identifying the maximum number of lateral footholds on a network that should be remediated.

Mobile Penetration Testing

Identify and test the full attack surface of the provided application to discover vulnerabilities in several areas, including implementation and platform usage, storage and transmission of sensitive data, and communication with external resources such as API endpoints.

Physical Social Engineering

Evaluate the organization's ability to prevent and react to a targeted, non-destructive physical intrusion. Includes both surreptitious and overt contact with the target facility, including masquerading as legitimate occupants or authorized third parties.

Social Engineering

Evaluate the organization's ability to prevent and react to a targeted attack as well as the effectiveness of security awareness training provided to users. Can use Phishing (email-based simulations) and/or Vishing (telephone-based simulations) methods.

Vulnerability Assessment

Evaluate current IT systems to determine and categorize present vulnerabilities by classifying and ranking vulnerabilities. Provides a customized report with cost-effective, concise recommendations to tackle specific security problems or threats.

Wireless Penetration Testing

Assess the organization's wireless attack surface by identifying corporate-sanctioned wireless assets and evaluating their respective security policies. Subjects all networks to active exploitation with the intent of accessing internal corporate resources.

Security System Health Assessment Services

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Cybersecurity Risk Assessments

Program Assessments

Address key risks and improve your overall risk posture with a security program assessment. CDW Government can objectively evaluate your program and provide realistic maturity rankings across industry standards.

Framework Assessments

Identify critical cybersecurity risks and opportunities for improvement with assessments based on industry-recognized security frameworks, including the NIST CSF, NIST 800-53, CIS Top 18 Critical Security Controls, ISO 27001/2, and PCI DSS.

Technical Assessments

Assess your technical environments and applications for security vulnerabilities or risk, determine the level of vulnerability, and provide recommendations and actual fixes for the weaknesses discovered. CDW Government can also perform security architecture reviews and accreditations.

Source Code Reviews

Identify security vulnerabilities for both new applications and legacy tools. This includes ensuring your source code is secure by design prior to application approval, as well as assessing your existing applications and designing solutions and a remediation plan.



Privacy Compliance Assessments (HIPAA/CCPA/CPRA/GDPR/PIPL/GLBA)

Measure readiness and/or compliance with all major data protection regulations, including HIPAA, CCPA/CPRA, GDPR, PIPL and GLBA. Can harmonize regulatory frameworks to save cost and improve efficiency.

Security Consulting and Advisement Services

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Security Policy and Procedure Development

CDW Government has extensive experience assisting organizations with the development of policies and procedures to meet various regulatory and industry requirements.

Whether it is an assessment of the current state or full policy development, CDW can advise, create, document and improve policies as well as create and maintain purchasing-entity standard operating procedures. CDW can be involved in any leg of the process, depending on the purchasing entity needs. This includes advisory, assessments and implementation in addition to revision history, maintenance and changes and updates.



Project Kick-off and Management

Key stakeholders are identified and scheduled for a project kickoff meeting to establish expectations, timeline, resource requirements and key activities and provide a baseline level of understanding of objectives.



Discovery Sessions

Once a baseline policy and procedure template has been created for each domain, CDW ascertains additional details from the relevant process owner through in-person and remote discovery sessions. CDW then works with the customer to conduct a workshop to review the relevant policies and procedures.



Policies and Procedures Delivery

CDW provides draft deliverable policies and procedures to customer for review. Required edits are made and a final deliverable provided.



Cybersecurity Maturity Assessment

Leverage an established capability maturity model (CMM) to objectively evaluate the organization's current security program and provide realistic maturity rankings across industry standards and frameworks, including the NIST CSF, NIST 800-53, CIS Top 20 and PCI DSS.

Security Management Consulting Services

Zero Trust Assessment

Build a strategic roadmap to Zero Trust maturity through CDW's three-phase assessment, which aligns with NIST SP 800-207 guidelines and the Cybersecurity and Infrastructure Security Agency (CISA) Zero Trust Maturity Model.

End User Security Training Services

CDW-G provides numerous end user security awareness training programs based on our numerous partner community. In addition, our Focal Point Academy can create customized training for targeted initiatives.

Security Team Training Services

Cyber Workforce Assessment

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Assess the suitability of the cyber workforce to defend the organization by evaluating roles and responsibilities, governance, and the knowledge, skills and abilities of the individuals. See Sample Testing Report Document for testing categories.

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Solicitation 25108

Security Hardware and Support Services

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 25108

Security Hardware and Support Services

Bid Number **25108**
Bid Title **Security Hardware and Support Services**
Expected Expenditure **\$600,000.00** (This price is expected - not guaranteed)

Bid Start Date **Oct 30, 2024 8:25:26 AM CDT**
Bid End Date **Nov 20, 2024 10:00:00 AM CST**
Question & Answer End Date **Nov 14, 2024 12:00:00 PM CST**

Bid Contact **Carla Jack**
carla.jack@okc.gov

Bid Contact **City Clerk**
cityclerk@okc.gov

Bid Contact **Joann Daniel**
joann.daniel@okc.gov

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **30 days**

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 **INTENT: To enter into pricing agreement(s) for security related hardware, solutions, and support services to sustain and maintain the existing security installation and expand current systems as the need arises. The Contracting Entity has multiple hardware and software security services. The Contracting Entity is requesting bids for the service and hardware necessary to maintain the existing infrastructure as needed.**

It is anticipated the pricing agreement(s) will be effective December 18, 2024. The current agreements expire on December 17, 2024.

The Expected Expenditure amount of \$600,000 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 quantities 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.

Submit all questions through Periscope.

****** DO NOT ZIP FILES ******

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Item Response Form

Item **25108--01-01 - Security Related Hardware: Price List, Catalog, or Website**
 Lot Description **Security Related Hardware**
 Quantity **1 each**
 Percentage
 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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--01-02 - Security Related Hardware: Price List, Catalog, or Website**
 Lot Description **Security Related Hardware**
 Quantity **1 each**
 Percentage
 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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--01-03 - Security Related Hardware: Price List, Catalog, or Website**
 Lot Description **Security Related Hardware**
 Quantity **1 each**
 Percentage
 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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--01-04 - Security Related Hardware: Price List, Catalog, or Website**
 Lot Description **Security Related Hardware**
 Quantity **1 each**

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Percentage

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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--01-05 - Security Related Hardware: Price List, Catalog, or Website**

Lot Description **Security Related Hardware**

Quantity **1 each**

Percentage

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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--02-01 - Security Related Solutions: Price List, Catalog, or Website**

Lot Description **Security Related Solutions**

Quantity **1 each**

Percentage

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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--02-02 - Security Related Solutions: Price List, Catalog, or Website**

Lot Description **Security Related Solutions**

Quantity **1 each**

Percentage

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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

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Item **25108--02-03 - Security Related Solutions: Price List, Catalog, or Website**

Lot Description **Security Related Solutions**

Quantity **1 each**

Percentage

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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--02-04 - Security Related Solutions: Price List, Catalog, or Website**

Lot Description **Security Related Solutions**

Quantity **1 each**

Percentage

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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--02-05 - Security Related Solutions: Price List, Catalog, or Website**

Lot Description **Security Related Solutions**

Quantity **1 each**

Percentage

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 discount from price list, catalog, or website. If bidding website, type website address in the note field. If bidding price list or catalog, enter name in note field and attach to this line item.

Item **25108--03-01 - Security Related Support Services: Security Related Support Services**

Lot Description **Security Related Support Services**

Quantity **1 each**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)

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N/A
Oklahoma City OK 73102
Qty 1

Description

Enter hourly labor rate. Describe service in the note field. Attach document(s) describing services, if desired.

Item **25108--03-02 - Security Related Support Services: Security Related Support Services**
Lot Description **Security Related Support Services**
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 hourly labor rate. Describe service in the note field. Attach document(s) describing services, if desired.

Item **25108--03-03 - Security Related Support Services: Security Related Support Services**
Lot Description **Security Related Support Services**
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 hourly labor rate. Describe service in the note field. Attach document(s) describing services, if desired.

Item **25108--03-04 - Security Related Support Services: Security Related Support Services**
Lot Description **Security Related Support Services**
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 hourly labor rate. Describe service in the note field. Attach document(s) describing services, if desired.

Item **25108--03-05 - Security Related Support Services: Security Related Support Services**
Lot Description **Security Related Support Services**
Quantity **1 each**
Unit Price

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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 hourly labor rate. Describe service in the note field. Attach document(s) describing services, if desired.

Item **25108--03-06 - Security Related Support Services: Security Related Support Services**
 Lot Description **Security Related Support Services**
 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 price per engagement. Describe engagement in the note field. Attach document(s) describing services, if desired.

Item **25108--03-07 - Security Related Support Services: Security Related Support Services**
 Lot Description **Security Related Support Services**
 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 price per engagement. Describe engagement in the note field. Attach document(s) describing services, if desired.

Item **25108--03-08 - Security Related Support Services: Security Related Support Services**
 Lot Description **Security Related Support Services**
 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 price per engagement. Describe engagement in the note field. Attach document(s) describing services, if desired.

Item **25108--03-09 - Security Related Support Services: Security Related Support Services**
 Lot Description **Security Related Support Services**

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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 price per engagement. Describe engagement in the note field. Attach document(s) describing services, if desired.

Item **25108--03-10 - Security Related Support Services: Security Related Support Services**
Lot Description **Security Related Support Services**
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 price per engagement. Describe engagement in the note field. Attach document(s) describing services, if desired.

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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 ← ←

<input type="text"/>	<input type="text"/>
Type Name of Authorized Agent/Representative	Title
<input type="text"/>	
Company Name	
<input type="text"/>	<input type="text"/>
Address	Zip Code
<input type="text"/>	
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
<input type="text"/>) SSS
County of *)
<input type="text"/>	

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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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(Published in *The Journal Record* on October 30, 2024)

NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City (the 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., on the 20th day of November 2024, for the following:

BID25108– Security Hardware and Support Services

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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The City of OKLAHOMA CITY and its Trusts

ELECTRONIC BID PACKET SECURITY HARDWARE AND SUPPORT SERVICES TABLE OF CONTENTS

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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

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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 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.

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

SECURITY HARDWARE AND SUPPORT SERVICES

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BID SPECIFICATIONS
SECURITY HARDWARE AND SUPPORT SERVICES
Instructions to Bidders

INTENT: To enter into pricing agreement(s) for security related hardware, solutions, and support services to sustain and maintain the existing security installation and expand current systems as the need arises. The Contracting Entity has multiple hardware and software security services. The Contracting Entity is requesting bids for the service and hardware necessary to maintain the existing infrastructure as needed.

It is anticipated the pricing agreement(s) will be effective on December 18, 2024. The current agreements expire December 17, 2024.

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.

PRICING AGREEMENT/CONTRACT PERIOD: The Pricing Agreement/Contract shall be for one year with the option to renew for two additional one-year periods. The Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder

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prior to the expiration date of the Pricing 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 Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

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.
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. Contracting Entity 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.

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:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. 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.

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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
 - 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

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 on-line 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 twenty five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal

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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.”**

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.

ACCORD FORM: The policy description shall state the following “**Additional insured(s) on the listed policies as required by contract.** (The City of Oklahoma City and its participating Trusts). The solicitation number, **BID25108**, shall be referenced in the policy description.

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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: Carla Jack, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
carla.jack@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To provide pricing agreements(s) for the various City Departments and Trusts for security related hardware, solutions, and support services to sustain and maintain the existing security installation and expand current systems as the need arises. The Contracting Entity has multiple hardware and software security services. The Contracting Entity is requesting bids for the service and hardware necessary to maintain the existing infrastructure as needed.

SECURITY RELATED HARDWARE:

- Definition – equipment, devices, peripherals, appliances and/or parts and pieces, etc.
- The following list of security hardware is being requested but, is not limited to:
 - Firewalls, to include Next Generation Firewalls
 - Intrusion Detection Systems
 - Intrusion Prevention Systems
 - Web and content filtering
 - Email filtering and anti-malware scanning
 - Network taps
 - Network traffic encryption and decryption technologies
 - Traffic monitoring hardware to include full packet capture and full net flow capabilities
 - Two factor authentication hardware
 - Penetration and security posture assessment tools
 - Distributed Denial of Service attack mitigation hardware
 - Web Application Firewall
 - Digital and cyber forensic equipment
 - General computing devices repurposed for security specific tasks

SECURITY RELATED SOLUTIONS:

- Definition – non-hardware solutions: applications, virtual instances, cloud-based, VM-based, etc.
- Supplier is required to provide any information on related peripherals and/or components required to run the application.
- The following list of security solutions is being requested, but is not limited to:
 - Compliance Tracking and Management Software
 - Distributed Denial of Service mitigation service (hosted and on premise)
 - Web Application Firewall solution (hosted and on premise)
 - Logging and Event Management (LEM) Solutions (hosted and on premise)
 - Security Information and Event Management (SIEM) Solutions (hosted and on premise)
 - Anti-Virus and Next Generation Anti-Virus (hosted and on premise)

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- Virtual Firewall solutions to include Next Generation Firewalls (hosted and on premise)
- Virtual Intrusion Detection System solutions (hosted and on premise)
- Virtual Intrusion Prevention System solutions (hosted and on premise)
- Virtual Web and content filtering solutions (hosted and on premise)
- Virtual Email filtering and anti-malware scanning solution (hosted and on premise)
- Enterprise password management solutions (hosted and on premise)
- Privileged account security solutions (hosted and on premise)
- Vulnerability scanning and remediation solutions (hosted and on premise)
- Two factor authentication solutions (hosted and on premise)
- Incident response solutions (hosted and on premise)
- Client side firewall solutions (hosted and on premise)
- Penetration and Security Posture Assessment Tools (hosted and on premise)
- Firewall Management and Rule Auditing Solution (hosted and on premise)
- Digital and Cyber Forensic Solutions (hosted and on premise)

SECURITY RELATED SUPPORT SERVICES:

- Definition – subject matter expertise, human intervention, body on site, phone support, etc.
- The following list of security support services is being requested, but is not limited to:
 - Security Engineering Services
 - Cyber Security Incident Response Services
 - Cyber Security Incident Training Services
 - Security Training Services
 - Penetration and Red Team Exercises
 - Security System Health Assessment Services
 - Security Consulting and Advisement Services
 - Security Management Consulting Services
 - End User Security Training Services
 - Security Team Training Services

Bidders are encouraged to provide price offerings not specifically called out in this request for bid; however, the items or services must be related. Bidders are not required to bid on all items. Bidders should only bid items the Bidder specializes in.

PRICE LISTS/ILLUSTRATED CATALOGS: Bidders shall state a percentage of discount of the published price list/catalog for each item bid in the line item area of the electronic bidding system. Websites, electronic format catalogs or on-line catalogs are highly encouraged. Identify the name, number and date of each price list/catalog you are bidding.

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

PRICING/DISCOUNTS: Should the Bidder offer the same products or services to government agencies or businesses at a lower cost during special promotions or across-the-board price reductions, the Bidder shall also charge the Contracting Entity the lower price. This may include: 1) Purchase in any quantity that qualifies for any standard manufacturer's or distributor's lot quantity discount; 2) One-time, large quantity purchases that may require a special price quote; 3) Sales; 4) Any other type of discount-oriented promotion or program.

Note: All pricing must include shipping to Oklahoma City

SOFTWARE: If your bid includes a catalog that has software and hardware in it, the Contracting Entity may include the software in the award and may at its option purchase the software. If the hardware you are bidding includes associated proprietary software, you are expected to provide the appropriate software and/or operating system, and include any pricing information related to future upgrades, releases, maintenance and/or subscriptions.

All bidders shall guarantee that any and all software they bid shall be legal, authorized copies, shall be in accordance with the published specifications, and shall perform the function for which it was designed and manufactured.

In addition, all bidders shall guarantee that all software and hardware products they sell shall work with the Contracting Entity's current and future versions of operating systems and related components.

ACCEPTANCE UPON INSTALLATION: Products furnished and installed by a Bidder shall be accepted when installed and working as the system or component routinely providing the end user the function for which it is installed.

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

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

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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 Rippy 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 #25108 - Security Hardware and Support Services

Overall Bid Questions

Question 1

How do I determine what specific category of security related hardware, solution and support services are associated with each item number listed under the line items tab? (Submitted: Nov 5, 2024 4:14:14 PM CST)

Answer

- Please review the technical specifications within the bid. The line items are not meant to be specific. We are looking for a bidder's proposed discount structure (if applicable) as it relates to a price list, catalog or website. Thank you. (Answered: Nov 8, 2024 9:48:28 AM CST)

Question 2

Would the City consider extending the bid deadline by at least two weeks in order to provide vendors with adequate time to prepare a compliant and thorough response? (Submitted: Nov 14, 2024 8:53:02 AM CST)

Answer

- The current agreements expire 12/17/24. Due to stringent internal deadlines, and in order to present the bid award to Council to get new agreement(s) in place by 12/17/24, the City is unable to extend this bid. (Answered: Nov 14, 2024 8:58:18 AM CST)

Question 3

Page 29, Bid Specifications - Under Security Related Hardware, the RFP requests "two factor authentication hardware." Can the City clarify what specifically this refers to? Does this refer to hardware tokens such as RSA? (Submitted: Nov 14, 2024 9:15:10 AM CST)

Answer

- This refers to a variety of 2FA hardware devices including, but not limited to: USB security keys (e.g. YubiKey, Titan Security Key), TOTP or push button OTP tokens (e.g. RSA, Vasco, SafeNet, FortiToken), Smart Cards (e.g. CAC, PIV), Bluetooth/NFC tokens, or Biometric tokens. (Answered: Nov 15, 2024 1:07:12 PM CST)

Question 4

Page 30, Bid Specifications - Under Security Related Solutions, the RFP requests "Firewall Management and Rule Auditing Solution." Can the City confirm what specifically this refers to? (Submitted: Nov 14, 2024 9:16:38 AM CST)

Answer

- A software platform used to streamline and enhance the management, monitoring, and compliance of firewall configurations and rules. Key features may include Firewall Rule Management (i.e., centralized interface for managing rules across multiple firewalls), Rule Auditing and Cleanup, Compliance and Reporting, Change Management and Workflow Automation (e.g., streamline firewall rule changes and approvals, simulate impact), Security Policy Validation (e.g., test rules against organizational policy, identify misconfigured rules), Monitoring and Analytics, and Multi-Vendor Support (i.e., supports a variety of firewalls from different vendors). (Answered: Nov 15, 2024 1:15:52 PM CST)

Question 5

Can the City clarify what information/documents are required with our response other than the bid forms and

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pricing? (Submitted: Nov 14, 2024 9:21:46 AM CST)

Answer

- If you are bidding discounted pricing from an online catalog, provide the website information. Website, electronic format catalogs or on-line catalogs are highly encouraged. Identify the name, number and date of each price list/catalog you are bidding (Answered: Nov 15, 2024 9:31:09 AM CST)

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