

**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

20TH day of JUNE, 2023.

ATTEST:

Amy K Simpson  
CITY CLERK



David Holt  
MAYOR

Reviewed for form and legality.

Carol Annett  
ASSISTANT MUNICIPAL COUNSELOR

Supplier: **JOHNSTONE SUPPLY**

**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 **Ketner Enterprises of OKC, Inc., dba Johnstone Supply of OKC** 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% 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 so do, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Keith Freeman**

Type Name of Authorized Agent

**Director of Operations**

Title of Authorized Agent

**Ketner Enterprises of OKC, Inc., dba Johnstone Supply of OKC**

Company Name and Address

**73108**

Zip Code

**405-232-8576 / 405-232-8768**

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.**

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

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Supplier: **JOHNSTONE SUPPLY****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← ←**

**Keith Freeman**

Type Name of Authorized Agent/Representative

**Keith Freeman**

Company Name

**Ketner Enterprises of OKC, Inc., dba Johnstone Supply  
of OKC**

Address

**2120 SW 15th St**

Telephone Number and Fax Number, if any

**Director of Operations**

Title

**73108**

Zip Code

**TO BE COMPLETED BY THE NOTARY:**

State of \*

**Oklahoma**

County of \*

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**United States**

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

Signed and sworn to before **12th** day of **May**, **2023** by **Keith Freeman**  
me on this  
[Day] [Month] [Year] [Print the name of the  
agent/representative who signed  
above.]

My Commission Number: **23002971** **Brandi Renee Joseph-Hartley**  
[Oklahoma] Type Name of Notary Public  
My Commission Expires: **03/01/27**  
[Date/Year]

[49 Okla. Stat. 2011 §119]

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### LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT  
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE  
CORPORATION

THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT  
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID

City of Oklahoma City or related Public Trust:

This letter authorizes KEITH FREEMAN to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and  
all forms related to on behalf of KETNER ENTERPRISES OF OKC, INC. DBA  
Company Name JOHNSTONE SUPPLY OF OKC

Sincerely,

Keith Freeman DIA OF OPS / TREASURER 5/15/23  
Signature of Authorized Agent Print Title Date

KEITH FREEMAN  
Print Name

Email Address: Keith.freeman@johnstone supply. com

Title: (must be checked)

- |  |   |
|--|---|
| <input type="checkbox"/> Owner                             | <input checked="" type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO]     | <input type="checkbox"/> Corporate Secretary  |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary  |
| <input type="checkbox"/> President                         | <input type="checkbox"/> Secretary-Treasurer  |
| <input type="checkbox"/> Vice-President                    |   |

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

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**Supplier: JOHNSTONE SUPPLY****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: **KETNER ENTERPRISES OF OKC, INC. DBA  
JOHNSTONE SUPPLY OF OKC**

Address: **2120 SW 15TH STREET**

Contact Person: **KEITH FREEMAN**

Email Address: **keith.freeman@johnstonesupply.com**

Telephone  
Number: **405-232-8576**

Fax Number: **405-232-8768**

**Billing Contact:**

Company Name: **JOHNSTONE SUPPLY**

Address: **PO BOX 82129**

Contact Person: **BRANDI JOSEPH**

Email Address: **accounting.ok@johnstonesupply.com**

Telephone  
Number: **405-232-8576**

Fax Number: **405-232-8768**

**Service Contact:**

Company Name: **JOHNSTONE SUPPLY**

Address: **2120 SW 15TH**

Contact Person: **KEITH FREEMAN**

Email Address: **keith.freeman@johnstonesupply.com**

Telephone Number: **405-232-8576**

Fax Number: **405-232-8768**

After Hours Emergency Number(s) **405-520-4250**

After Hours Emergency Number(s) **405-568-7692**

After Hours Emergency Number(s) **405-203-4295**

After Hours Emergency Number(s) **js016**

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**JOHNSTONE SUPPLY**

Bid Contact **KEITH FREEMAN**  
**keith.freeman@johnstonesupply.com**  
**Ph 405-232-8576**

Address **2120 SW 15TH STREET**  
**OKLAHOMA CITY, OK 73108**

Item #	Line Item Notes	Unit Price	Qty/Unit	Attch. Docs
24609--01-01	Delivery: <b>Supplier Product Code:</b> In Stock	<b>First Offer -</b>	1 / each	Y
<b>Supplier Notes:</b> WITHIN 24 HOURS OF ORDER. NO FREIGHT CHARGES FOR OUTBOUND DELIVERY				

24609--01-02	Delivery: <b>Supplier Product Code:</b> Non Stock	<b>First Offer -</b>	1 / each	Y
<b>Supplier Notes:</b> DEPENDING ON VENDOR LEAD TIMES. ONCE RECEIVED, WE WILL NOTIFY THE ORDERING DEPARTMENT OF AVAILABILITY OF PRODUCT WITHIN 24 HOURS. INBOUND FREIGHT CHARGES MAY APPLY, FREIGHT WILL BE INCLUDED ON THE QUOTE.				

			Lot Total	\$0.00
Item #	Line Item Notes	Unit Price	Qty/Unit	Attch. Docs
24609--02-01	<b>Supplier Product Code:</b> Information: Vendor Information	<b>First Offer -</b>	1 / each	Y
<b>Supplier Notes:</b> JOHNSTONE SUPPLY IS A NATIONAL SUPPLIER TO THE HVAC/R TRADE, WITH 6 DISTRIBUTION CENTERS AND 450 BRANCHES THROUGHOUT THE COUNTRY. OUR GROUP OWNS THREE BRANCHES IN THE OKC METRO, OKC STOCKYARDS, EDMOND AND MOORE. OUR LOCAL GROUP IS TRULY LOCALLY-OWNED AND OPERATED AND HAS BEEN SINCE 1964.				

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24609--02-02	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / each	Y
Information:				
Quality Control	<b>Supplier Notes:</b> WE ARE A WHOLESALER/DISTRIBUTOR AND RELY ON THE QUALITY CONTROL SYSTEMS IN PLACE BY OUR MANUFACTURER VENDORS. JOHNSTONE SUPPLY DOES PERFORM ROUTINE REVIEWS OF OUR VENDORS			

				Lot Total	\$0.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
24609--03-01	Website: Standard Website With Retail Pricing	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> www.johnstonesupply.com REGISTRATION IS REQUIRED TO ACCESS LOCAL BRANCH PRICING AND AVAILABILITY. THE .45 MULTIPLIER OFF OF CATALOG LIST APPLIES TO THE ELECTRONIC CATALOG LIST PRICE.	<b>First Offer - 45.00%</b>	1 / each	45.00%	Y

24609--03-02	Website: Standard Website Exceptions	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> NON-STOCK PRODUCTS WHICH DO NOT APPEAR ON THE CATALOG REQUIRE A QUOTATION FROM THE LOCAL GROUP.	<b>First Offer -</b>	1 / each		Y
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24609--03-03	Website: Standard Website List	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> LOCALLY STOCKED PRODUCT PRICING AND AVAILABILITY WILL APPEAR ON THE WEBSITE WITH LOGIN WITH A REGISTERED ACCOUNT.	<b>First Offer -</b>	1 / each		Y
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24609--03-04	Website: Custom Website With Discounted Pricing	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> www.johnstonesupply.com A REGISTERED ACCOUNT IS REQUIRED TO ACCESS PRICING AND AVAILABILITY. THE .45 MULTIPLIER APPLIES TO THE LIST PRICING IN THE ELECTRONIC CATALOG.	<b>First Offer - 45.00%</b>	1 / each	<b>45.00%</b>	<b>Y</b>
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24609--03-05	Website: Custom Website List	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> LOCALLY STOCKED PRODUCT NET PRICING AND AVAILABILITY WILL APPEAR ON THE WEBSITE WITH LOGIN TO A REGISTERED ACCOUNT.	<b>First Offer -</b>	1 / each		<b>Y</b>
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Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24609--04-01	Catalog- Pricelist: Catalog- Pricelist Manufacturers or Brands	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> ECATALOG # 216 IS AVAILABLE AT www.johnstonesupply.com.	<b>First Offer -</b>	1 / each	<b>Y</b>

24609--04-02	Catalog- Pricelist: 1 Catalog- Pricelist Name	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> ECATALOG #216 AVAILABLE AT <a href="https://www.johnstonesupply.com/vCatalog/">https://www.johnstonesupply.com/vCatalog/</a> . THIS CATALOG CONTAINS LIST PRICING. YOUR MULTIPLIER ON THIS CATALOG IS .45 WHICH EQUATES TO A 55% DISCOUNT.	<b>First Offer - 45.00%</b>	1 / each	<b>45.00%</b>	<b>Y</b>
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24609--04-03	Catalog- Pricelist:2 Catalog- Pricelist Name	No Bids
24609--04-04	Catalog- Pricelist:3 Catalog- Pricelist Name	No Bids
24609--04-05	Catalog- Pricelist:4 Catalog- Pricelist Name	No Bids
24609--04-06	Catalog- Pricelist:5 Catalog- Pricelist Name	No Bids
24609--04-07	Catalog- Pricelist:6 Catalog- Pricelist Name	No Bids
24609--04-08	Catalog- Pricelist:7 Catalog- Pricelist Name	No Bids
24609--04-09	Catalog- Pricelist:8 Catalog- Pricelist Name	No Bids
24609--04-10	Catalog- Pricelist:9 Catalog- Pricelist Name	No Bids
24609--04-11	Catalog- Pricelist:10 Catalog- Pricelist Name	No Bids

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Lot Total      **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
24609--05-01	Attachments: Bidder's Current W-9	<b>Supplier Product Code:</b>	<b>First Offer -</b>	1 / each	Y	Y
		<b>Supplier Notes:</b> W9 AND LETTER OF				

AUTHORIZATION IS ATTACHED.

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Lot Total	<b>\$0.00</b>
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**JOHNSTONE SUPPLY**

Item: **Attachments:Bidder's Current W-9**

**Attachments**

CITY OF OKC BID LETTER OF AUTHORIZATION 051523.pdf

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## **Solicitation 24609**

### **HVAC Units, Parts, and Supplies**

#### **Bid Designation: Public**



The City of  
**OKLAHOMA CITY**

**City of Oklahoma City and its Trusts**

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## Bid 24609

### HVAC Units, Parts, and Supplies

Bid Number **24609**  
Bid Title **HVAC Units, Parts, and Supplies**  
Expected Expenditure **\$1,500,000.00** (This price is expected - not guaranteed)

Bid Start Date **Apr 19, 2023 7:44:34 AM CDT**  
Bid End Date **May 17, 2023 10:00:00 AM CDT**  
Question & Answer  
End Date **May 11, 2023 12:00:00 PM CDT**

Bid Contact **Monica Hardesty**  
**monica.hardesty@okc.gov**

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

Bid Contact **Billy Bray**  
**billy.bray@okc.gov**

Contract Duration **1 year**  
Contract Renewal **2 annual renewals**  
Prices Good for **Not Applicable**

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 obtain pricing agreements for air conditioning, heating units, parts and supplies for use in City-owned buildings.**

**The Expected Expenditure amount of \$1,500,000 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 item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

**Please do not zip files.**

#### Item Response Form

Item **24609-01-01 - Delivery: In Stock**



Lot Description **Delivery**

Quantity **1 each**

Prices are not requested for this item.

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

**Qty** 1

**Description**

List number of Days for Delivery of In-Stock Items

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Item **24609-01-02 - Delivery: Non Stock**

Lot Description **Delivery**

Quantity **1 each**

Prices are not requested for this item.

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

**Qty** 1

**Description**

List number of Days for Delivery of Non-Stock Items

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Item **24609-02-01 - Information: Vendor Information**

Lot Description **Information**

Quantity **1 each**

Prices are not requested for this item.

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

**Qty** 1

**Description**

Upload your attachment that has the vendor information as described in the specifications

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Item **24609-02-02 - Information: Quality Control**

Lot Description **Information**

Quantity **1 each**

Prices are not requested for this item.

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

**Qty** 1

**Description**

Upload your attachment describing your contract compliance and audit processes as described in the specifications

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Item **24609-03-01 - Website: Standard Website With Retail Pricing**  
Lot Description **Website**  
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**

Discount from price shown on website. Provide website URL in the comments section.

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Item **24609-03-02 - Website: Standard Website Exceptions**  
Lot Description **Website**  
Quantity **1 each**  
Prices are not requested for this item.  
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Upload your attachment showing exceptions to the website discount

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Item **24609-03-03 - Website: Standard Website List**  
Lot Description **Website**  
Quantity **1 each**  
Prices are not requested for this item.  
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Upload your attachment showing the brands and or manufacturers you represent

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Item **24609-03-04 - Website: Custom Website With Discounted Pricing**  
Lot Description **Website**  
Quantity **1 each**  
Percentage   
Delivery Location **City of Oklahoma City and its Trusts**  
[See Bid Packet for Location\(s\)](#)  
N/A

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Oklahoma City OK 73102

**Qty 1****Description**

Discount from price shown on website

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**Item 24609—03-05 - Website: Custom Website List****Lot Description Website****Quantity 1 each**

Prices are not requested for this item.

**Delivery Location City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Upload your attachment showing the brands and or manufacturers you represent

---

**Item 24609—04-01 - Catalog-Pricelist: Catalog-Pricelist Manufacturers or Brands****Lot Description Catalog-Pricelist****Quantity 1 each**

Prices are not requested for this item.

**Delivery Location City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

**Qty 1****Description**

Upload your attachment showing the brands and or manufacturers you represent

---

**Item 24609—04-02 - Catalog-Pricelist: 1 Catalog-Pricelist Name****Lot Description Catalog-Pricelist****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**Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelist  
Upload your attachment showing the brands and or manufacturers you represent

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**Item 24609—04-03 - Catalog-Pricelist: 2 Catalog-Pricelist Name****Lot Description Catalog-Pricelist****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**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item

**24609-04-04 - Catalog-Pricelist: 3 Catalog-Pricelist Name**

Lot Description

**Catalog-Pricelist**

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**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item

**24609-04-05 - Catalog-Pricelist: 4 Catalog-Pricelist Name**

Lot Description

**Catalog-Pricelist**

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**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item

**24609-04-06 - Catalog-Pricelist: 5 Catalog-Pricelist Name**

Lot Description

**Catalog-Pricelist**

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**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

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Item	<b>24609-04-07 - Catalog-Pricelist: 6 Catalog-Pricelist Name</b>
Lot Description	<b>Catalog-Pricelist</b>
Quantity	<b>1 each</b>
Percentage	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

---

Item	<b>24609-04-08 - Catalog-Pricelist: 7 Catalog-Pricelist Name</b>
Lot Description	<b>Catalog-Pricelist</b>
Quantity	<b>1 each</b>
Percentage	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

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Item	<b>24609-04-09 - Catalog-Pricelist: 8 Catalog-Pricelist Name</b>
Lot Description	<b>Catalog-Pricelist</b>
Quantity	<b>1 each</b>
Percentage	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

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Item	<b>24609-04-10 - Catalog-Pricelist: 9 Catalog-Pricelist Name</b>
Lot Description	<b>Catalog-Pricelist</b>
Quantity	<b>1 each</b>
Percentage	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>

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N/A  
Oklahoma City OK 73102  
**Qty 1**

**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item	24609–04-11 - Catalog-Pricelist: 10 Catalog-Pricelist Name
Lot Description	Catalog-Pricelist
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Upload catalog or pricelist. Provide discount bid and in the comments section Name and date of catalog or pricelist and which column if it is a multi-column pricelistUpload your attachment showing the brands and or manufacturers you represent

Item	24609–05-01 - Attachments: Bidder's Current W-9
Lot Description	Attachments
Quantity	1 each
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Attach W-9 on the most current IRS FORM.

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

Discount for Prompt Payment  %  Days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Billing  
Contact:**

Company   
Name:  
Address:

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

**Service  
Contact:**

Company   
Name:  
Address:

Contact  Email   
Person:  Address:  
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(Published in *The Journal Record* on April 19<sup>th</sup>, 2023)

## NOTICE TO BIDDERS

Notice is hereby given that City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 17<sup>th</sup> day of May, 2023, for the following:

### **BID24609 HVAC Units, Parts, and Supplies**

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  
HVAC UNITS, PARTS, AND SUPPLIES  
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**GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS**

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

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

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
- (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
- (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All 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**

## **HVAC UNITS, PARTS, AND SUPPLIES**

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**BID SPECIFICATIONS**  
**OVERHEAD DOORS, REPAIR, REPLACEMENT, PARTS, UNITS AND SERVICE**  
**Instructions to Bidders**

**INTENT:** To obtain pricing agreements for air conditioning, heating units, parts and supplies for use in City-owned buildings.

It is anticipated the pricing agreement(s) will be effective on July 7, 2023. The current agreements expire on July 6, 2023.

**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 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](mailto: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.
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 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.

**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: Monica Hardesty, Senior Buyer  
100 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[Monica.Hardesty@okc.gov](mailto:Monica.Hardesty@okc.gov)

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## **BID SPECIFICATIONS**

### **Technical Provisions**

**INTENT:** To obtain pricing agreements for air conditioning, heating units, parts and supplies for use in City-owned buildings.

#### **GENERAL:**

1. Items furnished under this contract shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured.
2. The contractor shall hold in stock or have ready access to an adequate number of items as listed in the manufacturer's published price list. In addition, contractors should maintain an office or distribution point within the greater Oklahoma City area, whereby ordering departments may obtain deliveries and technical services when required. Answering services in lieu of offices or distribution points are not acceptable.
3. Bidders shall have been in the business of supplying heating/air conditioning units parts and accessories a minimum of three (3) years and shall supply units manufactured by companies in the heating/air conditioning unit manufacturing business a minimum of ten (10) years. Bidders shall maintain a fully stocked parts department such that repair/replacement parts are expeditiously available.

#### **SPECIFIC:**

##### **A. Split System Units:**

1. Provide gas fired up-flow and down-flow heating units with 50-200 MBTUH input rating and standard air handling capacity of 600-2100 CFM, for use in split system applications. Units should incorporate electronic ignition, adjustable blower speed and used standard sized disposable or washable and reusable permanent filters.
2. Provide air conditioning units including an air-cooled condensing unit and evaporator unit of nominal 2 - 10-ton cooling capacity and 800-3500 CFM standard air handling capacity of both single and three phase type for use in split system application (pad mount and roof mount).
3. Provide heating/cooling thermostats and sub-bases which possess continuous or automatic fan operation controls.
4. Provide accessories (automatic flue damper and high- and low-pressure compressor controls) for each applicable unit.
5. Provide repair and/or replacement parts for specified units.

B. Combination Heating/Cooling Units:

1. Provide single package type combination air conditioning and gas fired heating units. Units should have a nominal cooling capacity of 2 1/2 - 5 tons, a heating input capacity of 70-150 MBTUH, and a standard air handling capacity of 1100-2500 CFM and be of both single and three phase type. Units should incorporate an electronic ignition system and high/low pressure compressor controls.
2. Provide heating/cooling thermostats and sub-bases which possess an automatic heating/cooling change over feature and continuous or automatic fan operation control.
3. Provide accessories (full roof curb and economizer units) for each applicable unit.
4. Provide repair and/or replacement parts for specified units.

**PRICING AGREEMENT INTENTION:** This pricing structure is designed to encourage the vendor to provide the best pricing model under various economic conditions throughout the term of the agreement. The discounts shall remain firm in relation to the maximum cost calculation. This may cause individual pricing of items to fluctuate during the term of the agreement. For the purpose of this bid, HVAC units, parts and supplies are defined by the general characteristic of the commodities listed below.

**COMMODITIES:**

Heating

Units, Parts, Accessories, Supplies and Controls

Air Conditioning and Refrigeration

Units, Parts, Accessories, Supplies and Controls and Freon

Fan Coil Units

Units, Parts, Accessories, Supplies and Controls

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Filtration

Fiberglass Air Filters, Polyester Air Filters, Standard Capacity Pleated Air Filters, High-Capacity Pleated Air Filters, Filter Media, Roll Filters and Other Filters

Ventilation/Circulation

Units, Parts, Accessories, Supplies & Controls Duct/Ventilation Materials/Fittings and Fasteners

Motors

Condenser Motors, Blower Motors, Fan Coil Motors, Ventilator/Exhaust Motors, Other Motors, Parts, Accessories, Supplies and Controls

Condensate Pan Tablets

90-Day Tabs

Boilers

Parts, Accessories, Supplies and Controls, etc., Fittings, Valves, etc.

Chilled Water

Parts, Accessories, Supplies and Controls, etc., Fittings, Valves, etc.

Water Filtration

Units, Filters, Parts, and Accessories, etc.

Power Transmission Supplies (belts, bearings, pulleys etc.)

Test Equipment and Tools

Consumable Items

Solvents, Acids, Lubricants etc.

Items furnished under this pricing agreement shall conform to the manufacturer's specifications and shall perform the functions for which they were designed and manufactured. The discounts shall remain firm in relation to the maximum cost calculation; this may cause individual pricing of items to fluctuate during the term of the agreement.

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The discount bid represents the minimum discount, and the vendor may provide a greater discount based on the details of the order. Any additional cost saving may be passed directly to the ordering department.

Federal mandated charges (such as hazmat) and cost recovery fees such as shop fees, incidental consumables etc. are allowable under this agreement. The Bidder shall disclose or estimate these charges at the time of the quote so these charges can be included in the encumbrance process. Fees deemed to be excessive may result in decrease pricing agreement utilization or termination.

**GUARANTEE:** All Bidders shall guarantee that the materials they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the function for which they were designed and manufactured. The vendor shall provide all standard manufacturer's warranties and guarantees, and or exchange policies for defective items purchased under the contract.

**SALE/PROMOTIONAL ITEMS:** In the event of a conflict between the pricing agreement price and the sale or promotional price the lesser of the two shall prevail.

**VOLUME DISCOUNT:** Departments are encouraged to request special pricing for volume orders.

## PRICING SCHEDULE

**VENDOR INFORMATION:** Upload an attachment that has the following information: number and location(s) of local stores and regional distribution center(s), information about the Bidder's ability to provide competitive pricing and timely customer service. Please include any information about the Bidder's rebate program.

**CONTRACT QUALITY CONTROL:** Upload an attachment that describes the quality control processes in place to ensure proper contract pricing is being received and the Bidder's ability to respond to an audit to verify contract compliance.

**WEBSITE:** Standard website retailers will provide the website URL and the discount to be taken from the pricing shown on the website. If a website requires a username and or password, the Bidder will be contacted by Procurement as part of the review process. Bidders can upload an attachment that explains any exemption to the discount. Some brands may have a greater or lesser discount and Bidders need to document it with the upload.

Custom website retailers will provide the website URL and the discount to be taken from the pricing shown on the website. If a website requires a username and or password, the Bidder will be contacted by Procurement as part of the review process. Bidders can upload an attachment that explains any exemption to the discount. Some brands may have a greater or lesser discount and Bidders need to document it with the upload.

**CATALOGS AND PRICELISTS:** Several line items are provided to allow the upload of multiple catalogs and pricelists. Indicate the discount bid and in the comment section provide the name and date of the catalog and the column being bid if it a multi-column pricelist.

### **Equipment Rental**

If rental equipment is used to perform contracted work for the City of Oklahoma City, the contracted vendor will submit the cost of the rental equipment without markup to the City for reimbursement. A copy of the rental invoice must be included when the invoice is submitted for payment.

**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 AND SIGNED IF THE  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT  
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE  
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT  
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes \_\_\_\_\_ to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and  
all forms related to on behalf of \_\_\_\_\_.  
Company Name

Sincerely,

\_\_\_\_\_  
Signature of Authorized Agent

\_\_\_\_\_  
Print Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

Email Address: \_\_\_\_\_

Title: (must be checked)

- |  |  |
|--|--|
| <input type="checkbox"/> Owner                             | <input type="checkbox"/> Treasurer           |
| <input type="checkbox"/> Chief Executive Officer [CEO]     | <input type="checkbox"/> Corporate Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President                         | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President                    |  |

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

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(Internal use only)

PeopleSoft Vendor ID: \_\_\_\_\_ Entered by: \_\_\_\_

Helpdesk Ticket #: \_\_\_\_\_ Date: \_\_\_\_\_

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

## VENDOR REGISTRATION FORM

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

### Select One:

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

### SDBE Program: Please select all applicable vendor characteristics:

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

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

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

### Mailing Addresses:

#### PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

#### PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

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

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

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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## Question and Answers for Bid #24609 - HVAC Units, Parts, and Supplies

### Overall Bid Questions

There are no questions associated with this bid.

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