

**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

16th day of August, 2022.

ATTEST:

Amy K. Simpson  
CITY CLERK



David Holt  
MAYOR

Reviewed for form and legality.

Carol Annett

ASSISTANT MUNICIPAL COUNSELOR

Supplier: **DC Group**

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

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

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

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

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

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

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between **DC Group, Inc.** 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 do so, the Contracting Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the Bidder, all such goods will be held

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Christiana Cudworth**

Type Name of Authorized Agent

**Contracts Specialist**

Title of Authorized Agent

**DC Group, Inc. 1977 West River Road N, Minneapolis, MN 55411**

Company Name and Address

Zip Code

**800-838-7927**

Telephone Number and Fax Number if any

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

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

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

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

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**Supplier: DC Group****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 ← ←**

**Christiana Cudworth**

Type Name of Authorized Agent/Representative

**DC Group**

Company Name

**1977 West River Road N**

Address

**800-838-7927**

Telephone Number and Fax Number, if any

**Contracts Specialist**

Title

**55411**

Zip Code

**TO BE COMPLETED BY THE NOTARY:**

State of \*

**Minnesota**

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) SSS

County of \*

**Hennepin**

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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      **28** day of      **June,**      **2022**      by **Christiana Cudworth**  
me on this  
[Day]      [Month]      [Year]      [Print the name of the  
agent/representative who signed  
above.]

My Commission Number:      **973337200030**  
[Oklahoma]  
My Commission Expires:      **01/31/2027**  
[Date/Year]

**Leah Sharrow**  
Type Name of Notary Public

[49 Okla. Stat. 2011 §119]

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

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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 Christiana Cudworth to sign the  
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and  
all forms related to on behalf of DC Group Inc.  
Company Name

Sincerely,

Erik Sureda VP of Operations 7/20/22  
Signature of Authorized Agent Print Title Date

Erik Sureda  
Print Name

Email Address: erik.sureda@dc-group.com

Title: (must be checked)

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|--|--|
| <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 checked="" 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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# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/19/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> North Risk Partners 2010 Centre Pointe Blvd.  Mendota Heights MN 55120	<b>CONTACT NAME:</b> April Goodman <b>PHONE (A/C, No, Ext):</b> (651) 379-7800 <b>E-MAIL ADDRESS:</b> april.goodman@northriskpartners.com <b>FAX (A/C, No):</b> (651) 379-7801																					
<b>INSURED</b> DC Group, Inc. 1977 W River Road N  Minneapolis MN 55411	<table><tr><th colspan="2">INSURER(S) AFFORDING COVERAGE</th><th>NAIC #</th></tr><tr><td>INSURER A:</td><td>Phoenix Insurance Co.</td><td>25623</td></tr><tr><td>INSURER B:</td><td>Travelers Property Casualty Co of America</td><td>25674</td></tr><tr><td>INSURER C:</td><td>The Standard Fire Ins Co.</td><td>19070</td></tr><tr><td>INSURER D:</td><td>Travelers Casualty &amp; Surety Company of America</td><td>31194</td></tr><tr><td>INSURER E:</td><td></td><td></td></tr><tr><td>INSURER F:</td><td></td><td></td></tr></table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A:	Phoenix Insurance Co.	25623	INSURER B:	Travelers Property Casualty Co of America	25674	INSURER C:	The Standard Fire Ins Co.	19070	INSURER D:	Travelers Casualty & Surety Company of America	31194	INSURER E:			INSURER F:		
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INSURER D:	Travelers Casualty & Surety Company of America	31194																				
INSURER E:																						
INSURER F:																						

**COVERAGES****CERTIFICATE NUMBER:** 22-23 Liab, Incl Crime**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Incl. Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC OTHER:			6303J971980	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			8109M245388	05/01/2022	05/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			CUP4J104789	05/01/2022	05/01/2023	EACH OCCURRENCE \$ 20,000,000 AGGREGATE \$ 20,000,000
C	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	UB3J995387	05/01/2022	05/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Crime-3rd Party-\$50K Deductible Stop Gap Liability - OH, WA, ND, WY			106727680 - Crime	05/01/2022	05/01/2023	EE Theft-Client Property \$5,000,000 Ea Acc/BI Dis-EE/Limit \$1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES** (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The City of Oklahoma City and its participating public trusts are included as Additional Insureds under the General Liability (including completed operations) and Auto Liability on a primary/non-contributory basis when required by written contract. Waiver of subrogation in favor of the Additional Insureds applies to the General Liability, Auto Liability and Workers' Compensation when required by written contract. Umbrella follows form over the General Liability, Auto Liability and Workers' Compensation.

**CERTIFICATE HOLDER****CANCELLATION**

The City of Oklahoma City and Oklahoma City Water Utilities Trust  
420 West Main, Suite 500

Oklahoma City

OK 73102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Additional Named Insureds

Other Named Insureds

West River Road Investments LLC

Additional Named Insured

When Power is Critical

Doing Business As

When Power is Critical, Inc.

Doing Business As

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

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

**Sales Contact:**Company Name: **DC Group, Inc.**Address: **1977 West River Road N**Contact Person: **Brandon Meyer**Email Address: **brandon.meyer@dc-group.com**Telephone  
Number: **6122380021**Fax Number: **6122353131****Billing Contact:**Company Name: **DC Group, Inc.**Address: **1977 West River Road N**Contact Person: **Amanda Otterstetter**Email Address: **DCAccounting@DC-Group.com**Telephone  
Number: **(612) 884-7711**

Fax Number:

**Service Contact:**Company Name: **DC Group, Inc.**Address: **1977 West River Road N**Contact Person: **Nate Loegering**Email Address: **Nate.Loegering@DC-Group.com**Telephone Number: **(612) 884-7727**

Fax Number:

After Hours Emergency Number(s) **1 (800) 838-7927**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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**DC Group**

Bid Contact **Brandon Meyer**  
**brandon.meyer@dc-group.com**  
**Ph 612-238-0021**

Address **1977 West River Rd N**  
**Minneapolis, MN 55411**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
23110--01-01	UPS	<b>Supplier Product Code:</b>	<b>First Offer - 15.00%</b>	1 / each	<b>15.00%</b>	<b>Y Y</b>
	Systems:					
	Discount	<b>Supplier Notes:</b>				
	from	15% Discount off of DC Group's Standard List Price for				
	website,	new UPS, Batteries, and Parts for Repair.				
	catalogs or	Manufacturers Include but are not limited to:				
	price lists.	Vertiv (Liebert): <a href="https://www.vertiv.com/en-us/products-catalog/critical-power/">https://www.vertiv.com/en-us/products-catalog/critical-power/</a>				
		Eaton (Powerware): <a href="https://www.eaton.com/us/en-us/products/backup-power-ups-surge-it-power-distribution.html">https://www.eaton.com/us/en-us/products/backup-power-ups-surge-it-power-distribution.html</a>				
		Schneider Electric (APC &				
		MGE): <a href="https://www.se.com/us/en/work/products/critical-power-cooling-and-racks/">https://www.se.com/us/en/work/products/critical-power-cooling-and-racks/</a>				
23110--01-02	UPS	<b>Supplier Product Code:</b>	<b>First Offer - 15.00%</b>	1 / each	<b>15.00%</b>	<b>Y Y</b>
	Systems:					
	Repair	<b>Supplier Notes:</b>				
	parts and	15% Discount off of DC Group's Standard List Price for				
	accessories.	new UPS, Batteries, and Parts for Repair				
	Discount	Manufacturers Include but are not limited to:				
	from	Vertiv (Liebert): <a href="https://www.vertiv.com/en-us/products-catalog/critical-power/">https://www.vertiv.com/en-us/products-catalog/critical-power/</a>				
	website,	Eaton (Powerware): <a href="https://www.eaton.com/us/en-us/products/backup-power-ups-surge-it-power-distribution.html">https://www.eaton.com/us/en-us/products/backup-power-ups-surge-it-power-distribution.html</a>				
	catalogs or	Schneider Electric (APC &				
	price lists.	MGE): <a href="https://www.se.com/us/en/work/products/critical-power-cooling-and-racks/">https://www.se.com/us/en/work/products/critical-power-cooling-and-racks/</a>				
		Energys (Batteries)				

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CSB (Batteries)

					Lot Total	\$0.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
23110--02-01	UPS System Installation and Labor: Installation of New Systems; ON SITE LABOR	<b>Supplier Product Code:</b> <b>Supplier Notes:</b> Normal Hours (M-F 8AM-5PM): \$125/HR After Hours (M-FR 5PM-8AM & Sat): \$187.50/HR Premium Hours (Holidays & Sundays): \$250/HR Extra cost may apply if work requires an electrician.	<b>First Offer - \$125.00</b>	1 / hour	<b>\$125.00</b>	<b>Y</b>
					Lot Total	\$125.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs

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23110--03-01	UPS System Maintenance or Repairs and Labor: Maintenance or Repairs; ON SITE LABOR	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Normal Hours (M-F 8AM-5PM): \$125/HR After Hours (M-FR 5PM- 8AM & Sat): \$187.50/HR Premium Hours (Holidays & Sundays): \$250/HR	<b>First Offer - \$125.00</b>	1 / hour	<b>\$125.00</b>	<b>Y</b>
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Lot Total **\$125.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
23110--04-01	UPS System Installation Warrenty Price: Installation Warrenty PRICE	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Normal Hours (M-F 8AM-5PM): \$125/HR After Hours (M-FR 5PM-8AM & Sat): \$187.50/HR Premium Hours (Holidays & Sundays): \$250/HR Extra cost may apply if work requires an electrician.	<b>First Offer - \$125.00</b>	1 / hour	<b>\$125.00</b>	<b>Y</b>

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Lot Total **\$125.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23110--05-01	UPS System Installation Warrenty Period:	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> For newly purchased parts & equipment, the OEM warranty will be passed along to the City.  For warranties regarding service/labor: In addition to the obligation to maintain the Equipment, Contractor hereby warrants to Owner (and only to Owner) any part supplied pursuant to this Agreement or replaced pursuant to this Agreement, to be free from defect in material and workmanship under normal use and service for a period of thirty (30) days from date of installation thereof. This warranty does not cover: (1) Failure of a part due to improper maintenance by entities other than Contractor; (2) damage caused by external sources as described in section 10 below; (3) damage to branch circuit breakers or damages to UPS or load loss caused by external circuit breakers; or (4) structural component damage, such as: commutator, structural frame, bearings, transformers, rust or corrosion, damage to the frame of the UPS unit or its wheels. For any warranty claim, Owner shall provide prompt written notice and explanation of circumstances. Owner's sole and exclusive remedy under this warranty shall be repair or replacement at Contractor's election. Unless otherwise provided for in this Agreement, Contractor's liability under this warranty shall be limited to the repair or replacement of the defective part and all labor charges associated with such repair or replacement.	First Offer -	1 / each	Y

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23110--06-01	UPS System Installation" AFTER"Warrenty Price: Installation" AFTER"Warrenty Price	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Normal Hours (M-F 8AM-5PM): \$125/HR After Hours (M-FR 5PM-8AM & Sat): \$187.50/HR	First Offer - \$125.00	1 / hour	Y

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Premium Hours  
(Holidays & Sundays):  
\$250/HR

Lot Total **\$125.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23110--07-01	UPS System Installation" AFTER"Warrenty Period: Installation" AFTER"Warrenty Period	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> After warranty expiration, DC Group's standard discounted labor rates will apply.	<b>First Offer -</b>	1 / each	Y

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23110--08-01	Trip Fee Charge: More than 30 Miles from Downtown Location(See Address in Bid Packet)	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> No Extra charge	<b>First Offer - \$0.00</b>	1 / hour	<b>\$0.00</b> Y

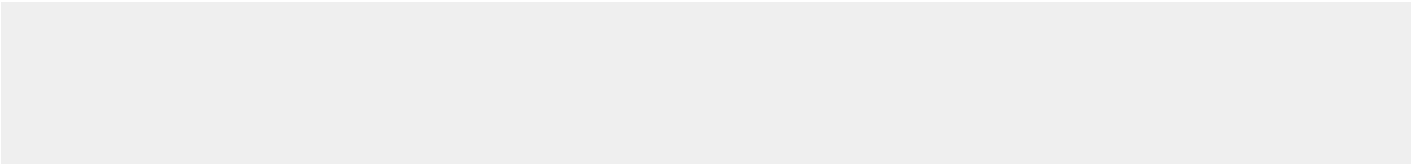
Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23110--09-01	UPS System to De-Commission and Dispose of Unit Labor: Dismantle unit and remove from the site	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Normal Hours (M-F 8AM-5PM): \$125/HR After Hours (M-FR 5PM-8AM & Sat): \$187.50/HR Premium Hours (Holidays & Sundays): \$250/HR Extra cost may apply if work requires an electrician.	First Offer - \$125.00	1 / hour	\$125.00 Y

Lot Total \$125.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23110--10-01	UPS Systems-Preventive Maintenance Inspections: Labor Cost per hour for Preventive Maintenance	<b>Supplier Product Code:</b>  <b>Supplier Notes:</b> Normal Hours (M-F 8AM-5PM): \$125/HR After Hours (M-FR 5PM-8AM & Sat): \$187.50/HR Premium Hours (Holidays & Sundays): \$250/HR	First Offer - \$125.00	1 / hour	\$125.00 Y





					Lot Total	\$125.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs		
23110--11-01	W-9: W-9	Supplier Product Code:	First Offer -	1 / each	Y	Y	
					Lot Total	\$0.00	
					Supplier Total	\$750.00	

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Supplier: **DC Group****Technical Questionnaire****Bidder must complete the entire questionnaire and indicate compliance.*****Bidder is to indicate compliance in the appropriate box. Explain all "NO" responses.***

1. Warranty:	
Briefly describe your standard warranty and any optional warranties available.	
<b>Comments:</b>	<p><b>For newly purchased parts &amp; equipment, the OEM warranty will be passed along to the City.</b></p> <p><b>For warranties regarding service/labor: In addition to the obligation to maintain the Equipment, Contractor hereby warrants to Owner (and only to Owner) any part supplied pursuant to this Agreement or replaced pursuant to this Agreement, to be free from defect in material and workmanship under normal use and service for a period of thirty (30) days from date of installation thereof. This warranty does not cover: (1) Failure of a part due to improper maintenance by entities other than Contractor; (2) damage caused by external sources as described in section 10 below; (3) damage to branch circuit breakers or damages to UPS or load loss caused by external circuit breakers; or (4) structural component damage, such as: commutator, structural frame, bearings, transformers, rust or corrosion, damage to the frame of the UPS unit or its wheels. For any warranty claim, Owner shall provide prompt written notice and explanation of circumstances. Owner's sole and exclusive remedy under this warranty shall be repair or replacement at Contractor's election. Unless otherwise provided for in this Agreement, Contractor's liability under this warranty shall be limited to the repair or replacement of the defective part and all labor charges associated with such repair or replacement.</b></p>

2. Warranty Replacement:		Compliance
Should a product failure occur within the warranty period, will a full replacement be provided?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
<b>Comments:</b>		

3. Re-stocking Fees:
<p>Please detail your policy on restocking charges. In general, the Contracting Entity does not pay re-stocking charges for items returned within 30 days, and in saleable condition. The Contracting Entity may consider payment of re-stocking charges, but only in cases where the item was kept longer than 30 days, or when the item cannot be fully returned to stock (ex: boxing material is no longer available). Vendors are asked to notify the Contracting Entity at the time of order if an item ordered is not returnable without a re-stocking fee.</p>

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Comments:	Due to various return policies from multiple manufacturers whose products may be purchased on this contract, there is no uniform return policy. On a case by case basis, DC Group may charge a restocking fee that includes expenses already incurred and commitments made by DC Group. Customer is responsible for return freight charges related to cancellation.
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4. UPS Installation, Maintenance and Repair:	Compliance
a. Do you install/maintain UPS systems and related equipment?  b. Is there a minimum charge (ex. none or ½ hour)?  c. List the brands you service in the comments section.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <b>4 Hour</b>  <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Comments:	Eaton (Powerware), Vertiv (Liebert/Emerson), APC, MGE, Staco, Mitsubishi, Toshiba, Best (Ferrups), General Electric, Chloride, Socomec, Tripp-Lite, Controlled Power, Exide, and others.

5. Subcontractors:	
What types of work bid by your company are likely to be performed by subcontractors?  Note: Use of subcontractors will not relieve the vendor of primary responsibility. The bid price must include the full price, including work that will be done by subcontractors. The Contracting Entity will pay only the vendor that was awarded the contract. The contracted vendor must pay the subcontractor.	
Comments:	DC Group will only subcontract work requiring an electrician (wiring during new UPS installation).

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**DC Group**

Item: **UPS Systems:Discount from website, catalogs or price lists.**

**Attachments**

City of Oklahoma City Quotation - DC Group.pdf

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Oklahoma City

TIME & MATERIALS PRICE QUOTATION

Client Information

DC Group Information

**Company:** City of Oklahoma City, OK

**Contact:** Brandon Meyer

**Attn:** Whitney Broesel

**Address:** 1977 West River Road  
Minneapolis, MN 55411

**Bill To:** 200 North Walker Avenue  
Oklahoma City, OK 73102

**Email:** Brandon.Meyer@DC-Group.com

**Site/Shipping Address:** Various locations in Oklahoma City

**Phone:** (612) 238-0021

**Site ID:**

**Current Contract Expiration Date:**

**Quote #:** 41957

**Created:** 06-28-2022

**Revised:**

T&M RATES		
Regular Labor:	\$125.00	Per hour
After Hours Labor:	\$187.50	Per hour
Sunday/Holiday Labor:	\$250.00	Per hour
Discount	15%	Discount off DC Group's Standard List Price for new UPS, Batteries, and Parts for Repair

Hours are defined as:  
Regular: Monday-Friday, 8 am-5 pm  
After Hours: Monday-Friday, 5 pm-8 am, all day Saturday  
Sunday/Holiday- All day Sunday and Holidays

COMMENTS

**Time & Material Rates**

- Time is calculated including portal to portal travel time and onsite labor hours for all service calls.
- 4-Hour Minimum
- Various hourly rates based upon Standard Hour (8-5, Mon-Fri), After Hours and Sunday/Holiday Time

**Included with the T&M Only Contract**

- Dedicated, site specific Customer Account Managers.
- 24 hour live person service dispatch.
- 100% Service Completion Guarantee.
- Inventory depots in states/regions
- SOW based on IEEE standards and customer requirements.
- DC Group employed, trained and certified Field Service Engineers – nationwide.

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**DC Group**

Item: **UPS Systems:UPS Systems:Repair parts and accessories. Discount from website, catalogs or price lists.**

**Attachments**

City of Oklahoma City Quotation - DC Group.pdf

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Oklahoma City

TIME & MATERIALS PRICE QUOTATION

Client Information

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**Contact:** Brandon Meyer

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**Revised:**

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Discount	15%	Discount off DC Group's Standard List Price for new UPS, Batteries, and Parts for Repair

Hours are defined as:  
Regular: Monday-Friday, 8 am-5 pm  
After Hours: Monday-Friday, 5 pm-8 am, all day Saturday  
Sunday/Holiday- All day Sunday and Holidays

COMMENTS

**Time & Material Rates**

- Time is calculated including portal to portal travel time and onsite labor hours for all service calls.
- 4-Hour Minimum
- Various hourly rates based upon Standard Hour (8-5, Mon-Fri), After Hours and Sunday/Holiday Time

**Included with the T&M Only Contract**

- Dedicated, site specific Customer Account Managers.
- 24 hour live person service dispatch.
- 100% Service Completion Guarantee.
- Inventory depots in states/regions
- SOW based on IEEE standards and customer requirements.
- DC Group employed, trained and certified Field Service Engineers – nationwide.

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## **Solicitation 23110**

# **UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED EQUIPMENT**

**Bid Designation: Public**



The City of  
**OKLAHOMA CITY**

**City of Oklahoma City and its Trusts**

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## Bid 23110

### UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED EQUIPMENT

Bid Number **23110**  
Bid Title **UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED EQUIPMENT**  
Expected Expenditure **\$100,000.00** (This price is expected - not guaranteed)

Bid Start Date **Jun 8, 2022 8:24:24 AM CDT**  
Bid End Date **Jun 29, 2022 10:00:00 AM CDT**  
Question & Answer  
End Date **Jun 23, 2022 12:00:00 PM CDT**

Bid Contact **Whitney Broesel**  
**Senior Buyer**  
**whitney.broesel@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 **The expected expenditure amount of \$100,000, 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 annual requirement is only an estimate based on current available information. The purchase of any such item or quantity is not guaranteed. Any other conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

**INTENT: To provide pricing agreement(s) for the purchase, full maintenance, service, and repair of Uninterruptable Power Supply (UPS) systems and related equipment, for various City of Oklahoma City Departments and Trusts.**

#### Item Response Form

Item **23110--01-01 - UPS Systems: Discount from website, catalogs or price lists.**

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Lot Description	<b>UPS Systems</b>
Quantity	<b>1 each</b>
Percentage	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter discount from website, catalogs or price lists. If bidding a website, type the website address in the note field. If bidding catalogs or price lists, type the name of the catalog or price list in the note field and attach to this line item. Multiple files can be uploaded.

---

Item	<b>23110--01-02 - UPS Systems: Repair parts and accessories. Discount from website, catalogs or price lists.</b>
Lot Description	<b>UPS Systems</b>
Quantity	<b>1 each</b>
Percentage	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter discount from website, catalogs or price lists. If bidding a website, type the website address in the note field. If bidding catalogs or price lists, type the name of the catalog or price list in the note field and attach to this line item. Multiple files can be uploaded.

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Item	<b>23110--02-01 - UPS System Installation and Labor: Installation of New Systems; ON SITE LABOR</b>
Lot Description	<b>UPS System Installation and Labor</b>
Quantity	<b>1 hour</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost per hour for installation.

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Item	<b>23110--03-01 - UPS System Maintenance or Repairs and Labor: Maintenance or Repairs; ON SITE LABOR</b>
Lot Description	<b>UPS System Maintenance or Repairs and Labor</b>
Quantity	<b>1 hour</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost per hour for maintenance and repairs.

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Item	<b>23110--04-01 - UPS System Installation Warrenty Price: Installation Warrenty PRICE</b>
Lot Description	<b>UPS System Installation Warrenty Price</b>
Quantity	<b>1 hour</b>
Unit Price	<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**

Enter cost for Installation Warrantly

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Item	<b>23110--05-01 - UPS System Installation Warrenty Period: Installation Warrenty Period</b>
Lot Description	<b>UPS System Installation Warrenty Period</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	
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**

Enter how long Installation Warrantly is good for.

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Item	<b>23110--06-01 - UPS System Installation" AFTER"Warrenty Price: Installation" AFTER"Warrenty Price</b>
Lot Description	<b>UPS System Installation" AFTER"Warrenty Price</b>
Quantity	<b>1 hour</b>
Unit Price	<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**

Enter cost for Installation "AFTER"Warrantly

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Item	<b>23110--07-01 - UPS System Installation" AFTER"Warrenty Period: Installation" AFTER"Warrenty Period</b>
Lot Description	<b>UPS System Installation" AFTER"Warrenty Period</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<u>See Bid Packet for Location(s)</u>
	N/A

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Oklahoma City OK 73102

**Qty 1****Description**

Enter how long Installation "AFTER "Warranty is good for.

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Item	<b>23110--08-01 - Trip Fee Charge: More than 30 Miles from Downtown Location(See Address in Bid Packet)</b>
Lot Description	<b>Trip Fee Charge</b>
Quantity	<b>1 hour</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter Flat Fee for a Trip Charge ( ONLY TO BE USED IF JOB IS 30 MILES OUTSIDE OF DOWNTOWN AREA)

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Item	<b>23110--09-01 - UPS System to De-Commission and Dispose of Unit Labor: Dismantle unit and remove from the site</b>
Lot Description	<b>UPS System to De-Commission and Dispose of Unit Labor</b>
Quantity	<b>1 hour</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost per hour for De-Commission and Disposal of unit

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Item	<b>23110--10-01 - UPS Systems-Preventive Maintenance Inspections: Labor Cost per hour for Preventive Maintenance</b>
Lot Description	<b>UPS Systems-Preventive Maintenance Inspections</b>
Quantity	<b>1 hour</b>
Unit Price	<input type="text"/>
Delivery Location	<b>City of Oklahoma City and its Trusts</b>
	<a href="#">See Bid Packet for Location(s)</a>
	N/A
	Oklahoma City OK 73102
	<b>Qty 1</b>

**Description**

Enter cost per hour for Preventive Maintenance Inspection

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Item	<b>23110--11-01 - W-9: W-9</b>
Lot Description	<b>W-9</b>
Quantity	<b>1 each</b>

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Prices are not requested for this item.

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</b> 1

**Description**

Attach a current W-9 on the latest 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 ← ←**

Type Name of Authorized Agent/Representative

Company Name

Address

Telephone Number and Fax Number, if any

Title

Zip Code

### TO BE COMPLETED BY THE NOTARY:

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County of \*

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

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

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

[49 Okla. Stat. 2011 §119]

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

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

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

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**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID**

**SUPPLIER CONTACT INFORMATION**

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

**Sales Contact:**

Company Name:   
Address:

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

**Billing Contact:**

Company Name:   
Address:

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

**Service Contact:**

Company Name:   
Address:

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

After Hours Emergency Number(s)   
After Hours Emergency Number(s)   
After Hours Emergency Number(s)   
After Hours Emergency Number(s)

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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.

- (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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(Published in *The Journal Record* on June 8, 2022)

## NOTICE TO BIDDERS

Notice is hereby given that The City of Oklahoma City 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 29<sup>th</sup> day of June 2022, for the following:

### BID 23110 UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED EQUIPMENT

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  
UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED EQUIPMENT  
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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**

## **UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED EQUIPMENT**

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**BID SPECIFICATIONS**  
**UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED**  
**EQUIPMENT**  
**Instructions to Bidders**

**INTENT:** To provide pricing agreement(s) for the purchase, full maintenance, service, and repair of Uninterruptable Power Supply (UPS) systems and related equipment, for various City of Oklahoma City Departments and Trusts.

**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 online at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

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

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## **BID SPECIFICATIONS**

### **Other Provisions**

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

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

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

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

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

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

**Property Damage Liability** - Limits shall be carried in the amount of not less than 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: Whitney Broesel, Senior Buyer  
100 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[whitney.broesel@okc.gov](mailto:whitney.broesel@okc.gov)

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## **BID SPECIFICATIONS**

### **Technical Provisions**

**INTENT:** To provide pricing agreement(s) for the purchase, full maintenance, service and repair of Uninterruptable Power Supply (UPS) systems and related equipment. for various City of Oklahoma City Departments and Trusts.

The Contracting Entity has a number of existing UPS systems of varying sizes and complexities. Existing brands include, but not limited to APC, MGE Comet, and Mitsubishi. Some brands do contain proprietary elements; however, most of the existing equipment is non-proprietary. The larger systems will require routine maintenance, battery replacement, etc. Written quotes will be obtained from contracted vendors on a case-by-case basis for preventive maintenance. In the event an existing system requires replacement, or a new system is required, quotes will be requested from all contracted vendors. Pricing submitted by contracted vendors on quotes must be based on the discounted bid price within the awarded pricing agreements.

The Contracting Entity is also seeking pricing on small UPS systems, batteries and equipment which do not require installation by the vendor, or an annual maintenance agreement, but do maintain a limited warranty.

**The Contracting Entity anticipates this solicitation will result in a multiple award and encourages bidders to participate to the extent that they can.**

- Vendors providing small, under-desk units will not be expected to provide pricing on the larger data center type UPS systems or installation and service.
- Vendors providing the larger systems will not be required to provide pricing for smaller systems to be considered for an award.
- Vendors providing batteries for small to medium sized UPS systems are encouraged to bid these items under the repair parts and services.

#### **ON-SITE LABOR:**

This shall include on-site labor for equipment installation, configuration, and repair, to include wiring -**hourly rates for on-site installation and repair services.** All additional service charges, minimum number of hours per call, etc., must be clearly noted or will be contractually assumed not to exist. Note that insurance requirements do apply to on-site work. Identify the brands and types of equipment that you install and repair on the Technical Questionnaire.

#### **INSTALLATION AND WARRANTY:**

Please include complete installation and warranty pricing in your bid. Include on-site maintenance and "after warranty" pricing.

Vendors of in-place Contracting Entity equipment and independent contractors shall submit pricing for on-site labor for equipment installation, configuration and repair of the equipment categories covered in this bid.

**TRIP FEE CHARGE:**

It is anticipated that all work done under this contract will be located within the extended Oklahoma City Metro area. No trip fee charges will be allowed which charge the City for a trip fee based upon the distance from the vendor's place of business to the City location. Should a need be determined for a project that is more than 30 miles from downtown Oklahoma City, (address 100 N Walker Avenue Oklahoma City Oklahoma, 73102), a trip charge may be considered, if a flat fee is provided in the line-item pricing area of the electronic bidding system.

**FUEL FEE CHARGE:**

The Contracting Entity will not pay any additional fuel charges not specifically included in your bid. The Contracting Entity will consider a fuel fee charge based on the price of gasoline, but only if it is submitted at the time of your bid. (For example: If the price of gasoline is \$4.50 or more per gallon in Oklahoma City, then a fuel charge of \$7.00 will be added per trip, (per Purchase Order) if it is \$5.50 or more the fuel charge will be \$8.00 will be added per trip, (per Purchase Order)

**DISMANTLING AND REMOVAL OF THE EXISTING UPS.**

- Vendor will be required to de-commission, haul away and dispose the existing UPS system, including the battery.
- The UPS will be systematically switched off before disconnection
- The disconnection of existing UPS will be made without causing any power outage to the data center units. This will be done only after the new UPS is operational and ready to support the critical load in the building.
- The dismantled unit will be removed from the site and disposed off properly

**SUPPLY AND INSTALLATION OF NEW UNITS.**

- The replacement will be a UPS of similar or higher capacity.
- The units will be connected for equal sharing of load under normal circumstances.
- The new units shall be installed in the same room as the existing unit.
- New unit must be supported by a battery bank, capable of delivering the full load amperes for duration of not less than 30 minutes.
- For power feed from and to the UPS existing cabling may be used.

**EXTENDED FULL-SERVICE PREVENTIVE MAINTENANCE**

The UPS and Battery Preventive Maintenance program shall consist of two (2) inspections per year at six (6) month intervals both of which are to be coordinated with the Contract Administrator of this Contract.

**UPS PREVENTIVE MAINTENANCE INSPECTIONS:**

The Contractor shall:

- Inspect all connections, components and wiring for overheating and unusual signs of wear
- Repair and correct any fault, damage, discolored or worn components
- Complete all logical adjustments, including input/voltage frequency parameters, output/voltage frequency parameters, float voltage setting and frequency setting.
- Perform all factory upgrades and revisions.
- Provide a detailed, written report noting any deficiencies or actions taken or planned.

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**ADDITIONAL PARTS AND ACCESSORIES:** In the event additional items such as connectors, cables, and other hardware are necessary for the proper installation of equipment purchased under this contract but not included in the equipment price it is understood the vendor will identify such prior to installation and will price the additional items at the rate indicated in the bid pricing.

**NO Charges will be allowed unless specified in the Bid.**

**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)

- ☐ Owner
- ☐ Chief Executive Officer [CEO]
- ☐ Chairman or Chairwoman of the Board
- ☐ President
- ☐ Vice-President

- ☐ Treasurer
- ☐ Corporate Secretary
- ☐ Assistant Secretary
- ☐ Secretary-Treasurer

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

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**Technical Questionnaire**

**Bidder must complete the entire questionnaire and indicate compliance.**

***Bidder is to indicate compliance in the appropriate box. Explain all "NO" responses.***

1. Warranty:	
Briefly describe your standard warranty and any optional warranties available.	
<b>Comments:</b>	

2. Warranty Replacement:	Compliance
Should a product failure occur within the warranty period, will a full replacement be provided?	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>Comments:</b>	

3. Re-stocking Fees:	
Please detail your policy on restocking charges. In general, the Contracting Entity does not pay re-stocking charges for items returned within 30 days, and in saleable condition. The Contracting Entity may consider payment of re-stocking charges, but only in cases where the item was kept longer than 30 days, or when the item cannot be fully returned to stock (ex: boxing material is no longer available). Vendors are asked to notify the Contracting Entity at the time of order if an item ordered is not returnable without a re-stocking fee.	
<b>Comments:</b>	

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4. UPS Installation, Maintenance and Repair:		Compliance
a. Do you install/maintain UPS systems and related equipment?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>
b. Is there a minimum charge (ex. none or ½ hour)?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="text"/>
c. List the brands you service in the comments section.		
Comments:	<input type="text"/>	

5. Subcontractors:	
What types of work bid by your company are likely to be performed by subcontractors?	
Note: Use of subcontractors will not relieve the vendor of primary responsibility. The bid price must include the full price, including work that will be done by subcontractors. The Contracting Entity will pay only the vendor that was awarded the contract. The contracted vendor must pay the subcontractor.	
Comments:	<input type="text"/>

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## Question and Answers for Bid #23110 - UNINTERRUPTABLE POWER SUPPLY (UPS) SYSTEMS AND RELATED EQUIPMENT

### Overall Bid Questions

#### Question 1

Will this bid package include UPS sizes?

Will the battery run-time be include in the UPS sizes? (Submitted: Jun 9, 2022 8:00:53 AM CDT)

#### Answer

- please bid everything that you can provide

Yes, please include run-times (Answered: Jun 10, 2022 1:44:47 PM CDT)

#### Question 2

Where can we find the list of UPS equipment and locations? There is mention of referencing the bid packet for locations but I'm not seeing it. (Submitted: Jun 14, 2022 1:08:13 PM CDT)

#### Answer

- Please bid what you can provide in all sizes. (Answered: Jun 16, 2022 3:59:32 PM CDT)

#### Question 3

Are you looking for a price list to purchase new units of all UPS sizes ?

Can you provide a list of units you are interested in ? Make, model, KVA size, runtime desired ?

Please provide delivery address so we can include freight costs.

Or Are you asking for a preventative maintenance contract on units that already exist ?

Please provide an equipment list that includes the UPS make , model & KVA size along with Qty of batteries per string.

Please include the location address for each UPS unit ?

Will preventative maintenance services be done during normal business hours or after business hours ?

(Submitted: Jun 20, 2022 3:07:56 PM CDT)

#### Answer

- Yes, we don't need to price list. We will get quotes for the units as we need them.

We want to be able to purchase any unit we find will fit our needs. Right now we have APC and Eaton units. We purchase sizes from 750 to 3000 series.

100 N Walker Suite 600 OKC, OK 73102

Please bid what you can provide in all sizes

Locations vary

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normal business hours preferable (Answered: Jun 23, 2022 8:43:04 AM CDT)

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