

## **Solicitation RFP25402**

# **HELICOPTER BROKER SERVICE**

**Bid Designation: Public**



The City of  
**OKLAHOMA CITY**

**City of Oklahoma City and its Trusts**

## Bid RFP25402 HELICOPTER BROKER SERVICE

Bid Number	<b>RFP25402</b>
Bid Title	<b>HELICOPTER BROKER SERVICE</b>
Bid Start Date	<b>In Held</b>
Bid End Date	<b>Sep 25, 2024 4:00:00 PM CDT</b>
Question & Answer End Date	<b>Sep 19, 2024 12:00:00 PM CDT</b>
Bid Contact	<b>Caleb Gutel</b> <b>caleb.gutel@okc.gov</b>
Bid Contact	<b>City Clerk</b> <b>cityclerk@okc.gov</b>
Bid Contact	<b>Jennifer Swann</b> <b>Jennifer.swann@okc.gov</b>
Contract Duration	<b>One Time Purchase</b>
Contract Renewal	<b>Not Applicable</b>
Prices Good for	<b>Not Applicable</b>
Pre-Bid Conference	<b>Sep 5, 2024 10:00:00 AM CDT</b> <b>Attendance is optional</b> <b>Location: A non-mandatory pre-proposal meeting will be held on Thursday, September 5, 2024 10:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 243 065 061 987 and Passcode: d43wT8 to log into the teams meeting or call +1 (405) 534-4946 Phone Conference ID is 757 151 405#.</b>
Standard Disclaimer	<b>This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.</b> <b>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.</b>
Bid Comments	<b>INTENT: To obtain professional services for: Broker Services for Sale of 2014 Airbus AS350 B3e Helicopter. Registration number, N720KC, serial number 7803.</b>  <b>Please do not Zip files.</b>

### Item Response Form

Item	<b>RFP25402--01-01 - Request for Proposals</b>
Quantity	<b>1 each</b>
Prices are not requested for this item.	
Delivery Location	<b>City of Oklahoma City and its Trusts</b>

City of Oklahoma City  
200 N. Walker  
Oklahoma City OK 73102  
**Qty 1**

**Description**

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

(Published in *The Journal Record* on Wednesday, August 28, 2024)

## NOTICE TO PROPOSERS

Notice is hereby given that The City of Oklahoma City (“Contracting Entity”) will receive electronic proposals at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 4:00:00 p.m., on the 25 day of September 2024, for the following:

### REQUEST FOR PROPOSALS (RFP25402) – HELICOPTER BROKER SERVICE

A non-mandatory pre-proposal meeting will be held on Thursday, September 5, 2024 10:00 a.m. CST via Microsoft Teams. Please use Meeting ID: 243 065 061 987 and Passcode: d43wT8 to log into the teams meeting or call +1 (405) 534-4946 Phone Conference ID is 757 151 405#.

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

A copy of the Guidelines and Procedures for Professional Consultant Selection may be downloaded at the following website: <https://www.okc.gov/departments/finance/policies>. Proposals shall be made in accordance with this Notice to Proposers, General Instructions and Requirements for Proposers, Oklahoma Open Records Act and Confidential Information, the RFP proposal packet, and any other documents which are included in the complete electronic proposal packet. A sample Non-Discrimination Statement, Non-Collusion Affidavit, and Vendor Registration form are attached for the Proposer’s reference and will be completed prior to contract approval. By submitting a proposal, the Proposer certifies that the Proposer, and any proposed subcontractors, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employment Verification Program (E-Verify) through the Department of Homeland Security and available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).

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

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

## GENERAL INSTRUCTIONS AND REQUIREMENTS FOR PROPOSERS

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

- 1. EXAMINATION BY PROPOSERS:** All Proposers must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any proposal. Failure to examine is at the Proposer's own risk as the Proposer will be held to the terms, conditions and requirements therein.
- 2. SUBMISSION OF PROPOSALS ELECTRONICALLY TO THE CITY CLERK/SECRETARY:** Proposals timely received electronically through BidSync in the City Clerk's Office shall be forwarded to the Requesting Department for the Selection Committee to open and review. The BidSync system does not allow proposals to be submitted after the deadline. There will be no exceptions to this policy.
- 3. DESCRIPTIVE TERMS:** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalog designation in describing an item does not restrict Proposers to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications. This data can be uploaded electronically through the electronic bidding system.
- 4. EXCEPTIONS:** Any exceptions to these instructions, requirements or the RFP packet, must be specified and submitted with the Proposer's Proposal. A Proposer may submit exceptions by uploading a separate document labeled "Exceptions" into the BidSync system. Failure to indicate any exceptions will be regarded as full acceptance of the requirements, instructions and RFP packet and any other proposal documents related to this RFP.
- 5. EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the proposed price. No additional payment or compensation will be made for taxes.
- 6. PERFORMANCE BONDS:** If required by the RFP document, the successful Proposer must post a performance bond, a certified check, or a cashier's check in the amount required prior to approval of Agreement/Contract.
- 7. PATENTS:** The Proposer agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees from all suits and actions of every nature and description brought against the Proposer because of, or for the use of, patented or licensed appliances, products, or processes. The Proposer shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
- 8. TERMINATION:**
  - (a) The performance of services and/or the delivery of items under any Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.

- (b) Any such termination will be effected by delivery to the Proposer of a termination notice specifying the extent to which performance or services and/or delivery of work product or system is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Proposer shall stop performance of services and/or accept no further orders under the Agreement/Contract.

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

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

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

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

**13. PAYMENTS AND DISCOUNTS:**

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

**14. CURRENCY:** The Proposer agrees that all proposals are to be submitted in U.S. dollars. Proposals submitted in any currency other than U.S. dollars may not be considered. The Proposer also agrees that all invoices shall be submitted in U.S. dollars and agrees to accept payment in U.S. dollars as full satisfaction of the invoiced amount unless otherwise agreed to in a negotiated contract.

### **Oklahoma Open Records Act and Confidential Information**

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

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

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

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

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

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

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

**NON-DISCRIMINATION STATEMENT**

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

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

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

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

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

~~Sign Here~~ \_\_\_\_\_  
Signature of Individual Title

\_\_\_\_\_  
Printed Name of Individual

\_\_\_\_\_  
Company Name and Address Zip Code

\_\_\_\_\_  
Telephone Number and Fax Number if any

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

**NON-COLLUSION AFFIDAVIT**

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

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

Witness the hands of the parties hereto:

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

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

\_\_\_\_\_  
Type Name of Authorized Agent/Representative Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address Zip Code

\_\_\_\_\_  
Telephone Number and Fax Number, if any

**TO BE COMPLETED BY THE NOTARY:**

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

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

My Commission Number: \_\_\_\_\_ [Oklahoma] \_\_\_\_\_ Type Name of Notary Public

My Commission Expires: \_\_\_\_\_ [Date/Year] \_\_\_\_\_ Signature of Notary Public  
[49 Okla. Stat. 2011 §119]

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



**The City of  
OKLAHOMA CITY**

Updated 2019

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

**VENDOR REGISTRATION FORM**

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

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

- NEW DOMESTIC VENDOR** - Attach the most current IRS W-9 form, along with this form; both MUST be filled out in their entirety.
  - NEW FOREIGN ENTITY** - Attach the most current, appropriate, IRS W-8 form, along with this form; both MUST be filled out in their entirety
- Please provide the City Department or Employee you are working with:

\_\_\_\_\_ City Department \_\_\_\_\_ City Employee

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

Select all types of applicable update(s):

- Address  Name  Tax ID  Contact Information  ACH/EFT  Other: \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

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

- Disadvantaged Business Enterprise
- Small Business - as defined by the U.S. Small Business Administration  DUNS Number - \_\_\_\_\_
- 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?

Do you wish to receive payments by electronic funds transfer?

Check here if same as PO address

**PURCHASE ORDER ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**PAYMENT REMITTANCE ADDRESS**

BUSINESS NAME \_\_\_\_\_

ADDRESS 1 \_\_\_\_\_

ADDRESS 2 \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

CONTACT PERSON \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

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

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

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

Signature of Person Authorized to Sign \_\_\_\_\_ Date Signed \_\_\_\_\_  
Print Name \_\_\_\_\_ Title \_\_\_\_\_



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

**ELECTRONIC REQUEST FOR PROPOSAL PACKET  
HELICOPTER BROKER SERVICE  
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## **HELICOPTER BROKER SERVICE INSTRUCTIONS TO PROPOSERS**

**INTENT:** To obtain professional services for: Broker Services for Sale of 2014 Airbus AS350 B3e Helicopter. Registration number, N720KC, serial number 7803.

The following specifications are based on standards approved by the Oklahoma City Police Department. **Deviations to these specifications must be noted on the supplemental questionnaire included in the bid packet.**

**SCOPE OF AGREEMENT/CONTRACT:** The Proposer 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 Agreement/Contract to a single Proposer or to multiple Proposers, whichever is deemed to be in best interest of the Contracting Entity.

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

**PROPOSER:** Upon award of this Agreement/Contract, the term "Proposer" or "Consultant/Service Provider" shall mean the contracting party supplying the goods and/or services.

**AGREEMENT/CONTRACT PERIOD:** The agreement/contract shall be for one year with the option to renew for four additional one-year periods. The agreement/contract shall be in effect commencing on the date approved by the Contracting Entity.

### **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. 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.
3. There is no obligation to purchase any items from this Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

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

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

The Contracting Entity shall not be held liable for any damages sustained by any Proposer for delivery of goods or services awarded by Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any 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. City and/or Trust employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
  - a. Proposer's name and address
  - b. Ship to address (department name)
  - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
  - d. Itemization of each item purchased to include:

- (1) description/stock number
- (2) unit price
- (3) quantity
- (4) unit of issue (each, box, dozen, pound, etc.)
- (5) total price
- e. Total amount of invoice
- f. Date of delivery

4. Invoices should not reflect any outstanding backorders.

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

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

**SAFETY DATA SHEETS:** Any Proposer supplying goods or materials to The City of Oklahoma City or a related Trust 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 City or Trust

In all instances, the Proposer 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 or from The City or related Trust. The appropriate proposal number, agreement/contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

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

## PROPOSAL SPECIFICATIONS

### Other Provisions

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

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

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

**POLICE DEPARTMENT AND MUNICIPAL COURTS BACKGROUND CHECKS:** This pricing agreement/contract may be used by the Oklahoma City Police Department and Municipal Courts. Federal CJIS Security Policy (Criminal Justice Information Systems) and OLETS Policy (Oklahoma Law Enforcement Telecommunications System) requires the Oklahoma City Police Department, the Oklahoma City Municipal Court and Municipal Counselor's Office to have their contractor/vendor employees and agents fingerprint and background checks to be conducted by the Oklahoma City Police Department through the AFIS Unit and to be run through the Police Department's Crime Information Unit for warrants and verification. Based on the results of the background check a decision will be made on whether the vendor/contractor employees can perform contract work for these Law Enforcement/Criminal Justice Departments by the OLETS LASO (Local Agency Security Officer) of the Oklahoma City Police Department or their designee. Once the vendor/contractor has been approved, they will be required to successfully complete the online CJIS Security Test. Bidders not willing to comply with this requirement should note this as an exception to the bid. This may be cause for rejection of a proposal depending upon the commodity.

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

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

- Private, non-business, contacts with the Contracting Entity by the Proposer's employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Proposer
- Presentations and/or responses to inquiries initiated by the Contracting Entity

- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

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

**INDEMNITY:** Proposer agrees to hold harmless, defend and indemnify the Contracting Entity from all claims for damages alleged to arise from Proposer's acts and/or omissions.

Under Oklahoma law, the City and the public trusts of which the City is a sole beneficiary are prohibited from indemnifying the Contracting Entity or any third party. See, e.g., 2012 OK AG 18, 2006 OK AG 11, 1978 OK AG 256, and the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151 et seq., as amended. Accordingly, proposers should delete any requirement for indemnification by the City or its Trusts from any contracts proposed in response to this RFP. The City and its Trusts reserve the right to eliminate or exclude from consideration any proposer that requires such a clause.

**RIGHT TO REJECT:** The Contracting Entity reserves the right to reject any or all proposals or to award the Agreement/Contract to the next most qualified respondent if the successful respondent does not execute an Agreement/Contract within 30 days after award of the proposal.

**CLARIFICATION:** The Contracting Entity reserves the right to request clarification of information submitted and to request additional information from any or all of the respondents.

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

**APPROVAL OF INFORMATION RELEASE:** No reports, information, or data given to or prepared by the firm under the Agreement/Contract shall be made available to any individual or organization without prior written approval of the Contracting Entity.

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

**INDEPENDENT CONTRACTOR:** Proposer is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this Agreement/Contract.

**ESCALATION/DE-ESCALATION:** Vendor may request a price increase or decrease if the vendor shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the vendor's control. It is understood that any percentage or discount offered to the City will remain firm for the duration of the pricing agreement. However, within 10 days of any approved changes in the price list(s) bid, vendor 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: Caleb Gutel, Senior Buyer  
100 North Walker, 2<sup>nd</sup> Floor  
Oklahoma City, OK 73102  
[caleb.gutel@okc.gov](mailto:caleb.gutel@okc.gov)

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## PROPOSAL SPECIFICATIONS Technical Provisions

### I. PROCESS:

#### A. PUBLISHED NOTICE:

Journal Record, **Wednesday, August 28, 2024.**

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

#### B. NON-MANDATORY PRE-PROPOSAL MEETING AND SITE VISITS:

A non-mandatory pre-proposal meeting will be held on **Thursday, September 5, 2024 10:00 a.m. CST** via Microsoft Teams. Please use **Meeting ID: 243 065 061 987** and **Passcode: d43wT8** to log into the **teams meeting or call +1 (405) 534-4946 Phone Conference ID is 757 151 405#**. The purpose of the meeting is to explain the request for proposal, answer any questions concerning the proposal, and to receive any requests for amendments to the RFP as suggested by interested Proposers. The Contracting Entity makes no assurances that any such requested amendments will be incorporated into the RFP.

#### C. ADDENDA:

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

#### D. SUBMISSION OF WRITTEN QUESTIONS AND REQUESTS FOR AMENDMENTS:

There is no guarantee the Contracting Entity will agree or comply with a requested amendment. Proposers may submit technical questions regarding the RFP through the electronic bidding by **noon Thursday, September 19, 2024**. Answers to all questions not already addressed in the RFP document will be provided in the form of addenda.

### II. BACKGROUND:

The Oklahoma City Police Department has determined that their 2014 Airbus AS350 B3e Helicopter registration number N720KC, serial number 7803 should be sold. The

Oklahoma City Police Department believes it is in its best interest to make use of a professional Broker to bring in maximum dollars in this sale.

### **III. REQUESTED SERVICES:**

#### **PROFESSIONAL SERVICES**

- a) Minimum of ten (10) years' experience in aircraft sales; and
- b) Provide a list of Federal, State, or Municipal agencies that they have worked with over the past ten (10) years; and
- c) Respondent must demonstrate an extensive history of rotary aircraft sales within the United States and International market; and
- d) All of the Respondents fees must be paid by the buyer of N720KC; and
- e) Respondent shall charge no commission fees to the City of Oklahoma City for the sale of N720KC; and
- f) The respondent shall present all offers to purchase N720KC to the City of Oklahoma City with the City having the option to accept or reject any offer; and
- g) Term of any contract awarded for Broker Services will be for a period of six (6) months with an option to renew the contract at the sole discretion of the City of Oklahoma City.

#### **ADVERTISEMENT OF AIRCRAFT**

- a) The Respondent will be responsible for 100% of all advertising and marketing costs associated with the sale of N720KC.
- b) The Respondent will be responsible for coordinating any viewing demonstration of N720KC between any prospective buyer/client and a representative of the Police Department, Air Support Unit.

#### **AIRCRAFT REGISTRATION**

- a) The Respondent will be responsible for the payment of all fees associated with preparation of paperwork associated with the transfer of ownership of N720KC from the City of Oklahoma City to the accepted buyer.
- b) The Respondent will be responsible for all costs associated with transfer of ownership. To include any fees from the Federal Aviation Administration or Title Company.

#### **PAYMENT**

- a) The Respondent is responsible for the electronic transfer of funds to the City in the amount agreed upon once the aircraft is sold.
- b) The City of Oklahoma City will maintain possession of N720KC until the electronic transfer of funds is complete and the City of Oklahoma City Finance Department acknowledges receipt of funds.

### **V. SUBCONTRACTORS:**

The use of subcontractors will not relieve the Proposer of primary responsibility. The proposed prices 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 any subcontractors.

**VI. PROPOSAL SUBMITTAL REQUIREMENTS:**

Each section should be identified and presented in the same order to ensure the RFP evaluation committee considers the same information on each proposal.

**VII. SELECTION PROCESS:**

**A. PROPOSAL EVALUATION PROCESS:** Each proposal will be independently evaluated by a selection committee. The selection committee is comprised of members from user departments, as well as a Finance Director and City Manager designee. The committee may make its selection based on the written proposals received, or may, at its discretion, conduct oral interviews with some or all of the proposers. The selection committee will report the results of its evaluations and make its recommendation to the Contracting Entity's governing body (if required). The Contracting Entity will approve the recommended proposer, a different proposer, or may decline to contract with any proposer.

**B. SELECTION CRITERIA:** Proposers will be evaluated for selection based on their overall responsiveness and ability to meet listed requirements of the RFP. Emphasis will be placed on the following criteria (in no particular order):

1. Professional qualifications, specialized experience and technical competence of the Proposer with respect to the type of parts operation described herein;
2. Capacity and capability of the Proposer with respect to such factors as cost control, quality of work and ability to provide services in a timely manner described herein;
3. Customer references;
4. Record of the Proposer of past performance in providing this type of parts operation to other agencies and private companies;
5. Qualifications and experience of the professional and technical staff of the Proposer with respect to the project described;
6. Financial standing of the Proposer;
7. Estimated schedule for the full implementation of the parts acquisition project;
8. Overall cost to the contracting entity of the proposed parts operation; and
9. The proposal that is most advantageous to the contracting entity.

**VIII. ADDITIONAL REQUIREMENTS AND INFORMATION:**

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

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

**C. PROPOSAL TIMELINE:**

Event	Date
RFP available	Wednesday, August 28, 2024
Non-Mandatory Pre-Proposal meeting	Thursday, September 5, 2024
Technical questions due by noon.	Thursday, September 19, 2024
Proposals due to the City Clerk’s Office by 4:00:00 p.m.	Wednesday, September 25, 2024
Interviews and clarifications, if desired by the City of Oklahoma City	Tuesday, October 9, 2024
Contract Approval	Tuesday, November 5, 2024

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

**IX. EXCEPTIONS/DEVIATIONS:**

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

**X. SUBMITTAL INFORMATION INSTRUCTIONS:**

**COMPILE YOUR PROPOSAL DOCUMENTS IN THE FOLLOWING ORDER AND ATTACH TO THE APPROPRIATE LINE ITEM IN THE ELECTRONIC BIDDING SYSTEM:**

- *First*, electronically complete or acknowledge required forms in the electronic bidding system. The electronic bidding system will require that you acknowledge that you reviewed the General Instructions and Open Records Act requirements document by entering your electronic signature;
- *Second*, attach Technical Proposal as outlined in **Section VII**;
- *Finally*, The City of Oklahoma City will receive electronic proposals until **4:00:00 p.m. on September 25, 2024**. Responses can be uploaded into the electronic bidding system in one file or in different files clearly labeling what is contained in each electronic file. **Please do not ZIP files.**

## Question and Answers for Bid #RFP25402 - HELICOPTER BROKER SERVICE

### Overall Bid Questions

There are no questions associated with this bid.