

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

PRICING AGREEMENT

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

20TH day of JUNE, 2023.

ATTEST:

Amy K Simpson

CITY CLERK



David Holt

MAYOR

Reviewed for form and legality.

Carol Annett

ASSISTANT MUNICIPAL COUNSELOR

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Supplier: Industrial truck equipment

**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:

Industrial Truck Equipment, Inc.

BB

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

WITNESSETH:

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

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

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

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

Discount for Prompt Payment **0% 0 Days**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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.

larry rose

Type Name of Authorized Agent

owner

Title of Authorized Agent

I.T.E. 3400 S Thomas Rd Okc, Ok

Company Name and Address

73179

Zip Code

405-520-5438

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

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 ←

LARRY ROSE CEO
Type Name of Authorized Agent/Representative Title

LROSE
Signature

Industrial Truck Equipment, Inc
Company Name

3400 S. Thomas Rd OKC, OK 73179
Address Zip Code

405-688-6100
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of * Oklahoma

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

Signed and sworn to before me on this 31 day of May, 2023 by LARRY ROSE
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 21014096
[Oklahoma]

SUSAN ANDERSON
Type Name of Notary Public

My Commission Expires: 10/27/2025
[Date/Year]

Susan Anderson
Signature of Notary Public

[49 Okla. Stat. 2011 §119]



Supplier: Industrial truck equipment

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: **Industrial Truck Equipment, Inc.**

Address: **3400 S. Thomas Road Okc, Okla**

Contact Person: **Dwight Anderson**

Email Address: **dwight**

Telephone Number: **405-688-6100**

Fax Number: **405-688-6102**

Billing Contact:

Company Name: **Industrial Truck Equipment, Inc.**

Address: **3400 S. Thomas Road Okc, Ok**

Contact Person: **Dwight Anderson**

Email Address: **dwight@iteok.com**

Telephone Number: **405-688-6100**

Fax Number: **405-688-6102**

Service Contact:

Company Name: **Same**

Address:

Contact Person: **Larry Rose**

Email Address: **dwight@iteok.com**

Telephone Number: **405-520-5438**

Fax Number: **same**

After Hours Emergency Number(s) **405-688-6100**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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

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Industrial truck equipment

Bid Contact **Larry Rose**
larry@iteok.com
Ph 405-520-5438

Address **3400 s Thomas road**
Oklahoma City, OK 73013

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--01-01	Delivery: Delivery	Supplier Product Code:	First Offer -	1 / day	Y

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--02-01	Website:Website/Electronic Catalog				No Bids

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--03-01	Category B - Repair Services including Parts - Refuse Packer Body:Bridgeport				No Bids
24810--03-02	Category B - Repair Services including Parts - Refuse Packer Body:Heil				No Bids
24810--03-03	Category B - Repair Services including Parts - Refuse Packer Body:LaBrie				No Bids
24810--03-04	Category B - Repair Services including Parts - Refuse Packer Body:Leach				No Bids
24810--03-05	Category B - Repair Services including Parts - Refuse Packer Body:New Way				No Bids
24810--03-06	Category B - Repair Services including Parts - Refuse Packer Body:Wayne				No Bids

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--04-01	Category B - Repair Services including Parts - Boom/Grapple: Altec	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list price Price List-Specify Type	First Offer - \$125.00	1 / hour	\$125.00 Y

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and Effective Date: ITE						
list price						
24810--04-02	Category B - Repair Services including Parts - Boom/Grapple: ETI	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list price Price List-Specify Type and Effective Date: ITE List Price	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--04-03	Category B - Repair Services including Parts - Boom/Grapple: Palfinger	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list price Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--04-04	Category B - Repair Services including Parts - Boom/Grapple: Peterson	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list price Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--04-05	Category B - Repair Services including Parts - Boom/Grapple: Rotobec	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list price Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y

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Lot Total **\$625.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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24810--05-01	Category B - Repair Services including Parts - Street Sweeper:Broce Broom Sweeper				No Bids
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Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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24810--06-01	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Aquatech	No Bids
24810--06-02	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Camel	No Bids
24810--06-03	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Harben	No Bids
24810--06-04	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Myers Sherman	No Bids
24810--06-05	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Pipehunter	No Bids
24810--06-06	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Sewer Equipment Company of America	No Bids
24810--06-07	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Sreco	No Bids
24810--06-08	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Thompson Pump	No Bids
24810--06-09	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:US Jetting	No Bids
24810--06-10	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Vactor	No Bids
24810--06-11	Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:Vaccon	No Bids

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--07-01	Category B - Repair Services including Parts - Vacuum Tank:Deco Vacuum Tank				No Bids
24810--07-02	Category B - Repair Services including Parts - Vacuum Tank:Elliot Vacuum Tank				No Bids
24810--07-03	Category B - Repair Services including Parts - Vacuum Tank:Ely Tank				No Bids
24810--07-04	Category B - Repair Services including Parts - Vacuum Tank:OMCO				No Bids

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Item #	Line Item	Notes	Unit Price	Qty/Unit	Lot Total	Attch. Docs
24810--08-01	Category B - Repair Services including Parts - Street Maintenance Equipment: Buckeye Material Spreader	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE blist Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--08-02	Category B - Repair Services including Parts - Street Maintenance Equipment:BW Manufacturing				No Bids	
24810--08-03	Category B - Repair Services including Parts - Street Maintenance Equipment:Etnyre E.D. Equipment				No Bids	
24810--08-04	Category B - Repair Services including Parts - Street Maintenance Equipment: Fox Spreader	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--08-05	Category B - Repair Services including Parts - Street Maintenance Equipment: Goods Roads Spreader	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--08-06	Category B - Repair Services including Parts - Street	Supplier Product Code: Category A -	First Offer - \$125.00	1 / hour	\$125.00	Y

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Maintenance Equipment:
Henderson Spreader

**Repair Parts-
Enter %**
Discount: 40% off
ITE list price
**Price List-Specify
Type and
Effective Date:**
current

24810--08-07	Category B - Repair Services including Parts - Street Maintenance Equipment: Highway Spreader	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--08-08	Category B - Repair Services including Parts - Street Maintenance Equipment: HTC (Hydraulic Truck Conveyor)	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--08-09	Category B - Repair Services including Parts - Street Maintenance Equipment: Kraus Brush Hog Spreader	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list price Price List-Specify Type and Effective Date: Current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--08-10	Category B - Repair Services including Parts - Street Maintenance Equipment: Myers Ice and Snow Control	Supplier Product Code: Category A - Repair Parts-Enter % Discount: 40% off ITE list Price List-Specify Type and	First Offer - \$125.00	1 / hour	\$125.00	Y

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Effective Date:

Current

24810--08-11	Category B - Repair Services including Parts - Street Maintenance Equipment:P.B. Patcher					No Bids
24810--08-12	Category B - Repair Services including Parts - Street Maintenance Equipment:Patchman					No Bids
24810--08-13	Category B - Repair Services including Parts - Street Maintenance Equipment:Rosco Equipment					No Bids
24810--08-14	Category B - Repair Services including Parts - Street Maintenance Equipment:Slurry Seal (Akzo-Nobel)					No Bids
24810--08-15	Category B - Repair Services including Parts - Street Maintenance Equipment: Swenson Spreader	Supplier Product Code: Category A - Repair Parts- Enter % Discount: 40% off ITE list Price List-Specify Type and Effective Date: current	First Offer - \$125.00	1 / hour	\$125.00	Y
24810--08-16	Category B - Repair Services including Parts - Street Maintenance Equipment: Warren Spreader	Supplier Product Code: Category A - Repair Parts- Enter % Discount: 40% off ITE list price Price List-Specify Type and Effective Date: current	First Offer - \$125.00	1 / hour	\$125.00	Y
					Lot Total	\$1,250.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs	
24810--09-01	Category B - Repair Services including Parts - Street Painting Machine:Graco					No Bids

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24810--09-02	Category B - Repair Services including Parts - Street Painting Machine:M.B. Co. 35	No Bids
24810--09-03	Category B - Repair Services including Parts - Street Painting Machine:MRL Equipment Co.	No Bids
24810--09-04	Category B - Repair Services including Parts - Street Painting Machine:Kelly Crisswell	No Bids
24810--09-05	Category B - Repair Services including Parts - Street Painting Machine:Linear Dynamics	No Bids

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--10-01	Category B - Repair Services including Parts - Equipment Accessories:Stone Age/Warthog				No Bids
24810--10-02	Category B - Repair Services including Parts - Equipment Accessories:Sewer Equipment Company of America				No Bids

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--11-01	Category B - Repair Services including Parts and Supplies:Other Brand Not Listed - Select the Alternate Offer Tab to list each additional				No Bids
24810--11-02	Category B - Repair Services including Parts and Supplies:Inspection and Estimate				No Bids
24810--11-03	Category B - Repair Services including Parts and Supplies:Field Labor				No Bids

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--12-01	Third-Party Buy Out: Parts	Supplier Product Code: First Offer - 20.00% Supplier Notes: cost plus		1 / each	20.00% Y
24810--12-02	Third-Party Buy Out: Labor	Supplier Product Code: First Offer - 20.00% Supplier Notes: cost plus		1 / each	20.00% Y

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Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--13-01	Buy-Back/Trade-In Policy: Buy-Back/Trade-In of Repair Parts	Supplier Product Code: Supplier Notes: subject to vendor	First Offer -	1 / each	Y

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24810--14-01	W-9: IRS W-9 Form	Supplier Product Code:	First Offer -	1 / each	Y

Lot Total **\$0.00**

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Supplier: Industrial truck equipment

COMPLIANCE QUESTIONNAIRE

Failure to complete this questionnaire could result in bid rejection.

1. List item numbers for which you are an authorized distributor/dealer:
2. List item numbers you have bid for which you are **NOT** an authorized distributor/dealer:
3. Show source of supply of repair parts/components for each line item bid for which you are **NOT** an authorized distributor/dealer. **(Responses such as Warehouse etc. are NOT acceptable):**
4. Do you have a minimum of two (2) years' experience in providing repair services for each line-item bid for which you are NOT an authorized distributor/dealer:
5. Name at least two (2) major clients excluding the City of Oklahoma City for each line item you have bid for which you are NOT an authorized distributor/dealer. Clients should be comparable firms. Furnish details as below:

Name of Firm:

Address:City, State, Zip:

Contact Person, Title, Telephone#:

Name of Firm:

Address:City, State, Zip:

Contact Person, Title, Telephone#:

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Solicitation 24810

Field Work Maintenance Vehicles, OEM Repair Parts and Services

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 24810

Field Work Maintenance Vehicles, OEM Repair Parts and Services

Bid Number **24810**
Bid Title **Field Work Maintenance Vehicles, OEM Repair Parts and Services**
Expected Expenditure **\$250,000.00** (This price is expected - not guaranteed)

Bid Start Date **Apr 26, 2023 7:51:00 AM CDT**
Bid End Date **May 24, 2023 10:00:00 AM CDT**
Question & Answer End Date **May 18, 2023 12:00:00 PM CDT**

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

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

Bid Contact **Monica Hardesty**
monica.hardesty@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 \$250,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

The intent of this specification is to award pricing agreements for OEM repair parts and services for equipment makes/brand names listed in this specification.

It is anticipated the pricing agreement(s) will be effective on July 1, 2023. The current agreements expire on June 30, 2023.

**Added on May 17, 2023:
Bid 24810 has been extended one week to close at 10:00 AM CDT on 5/24/2023.**

Addendum # 1

Previous End Date	May 17, 2023 10:00:00 AM CDT	New End Date	May 24, 2023 10:00:00 AM CDT
Previous Q & A End Date	May 11, 2023 12:00:00 PM CDT	New Q & A End Date	May 18, 2023 12:00:00 PM CDT

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Item Response Form

Item **24810--01-01 - Delivery: Delivery**

Lot Description **Delivery**

Quantity **1 day**

Prices are not requested for this item.

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter number of days until delivery after receipt of purchase order or purchasing card number.

Item **24810--02-01 - Website: Website/Electronic Catalog**

Lot Description **Website**

Quantity **1 each**

Percentage

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

If bidding a website, please provide the link to your website and indicate in the Buyer Note field any special instructions to access the pricing information.

Item **24810--03-01 - Category B - Repair Services including Parts - Refuse Packer Body: Bridgeport**

Lot Description **Category B - Repair Services including Parts - Refuse Packer Body**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type

and Effective Date

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

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Item **24810--03-02 - Category B - Repair Services including Parts - Refuse Packer Body: Heil**
 Lot Description **Category B - Repair Services including Parts - Refuse Packer Body**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--03-03 - Category B - Repair Services including Parts - Refuse Packer Body: LaBrie**
 Lot Description **Category B - Repair Services including Parts - Refuse Packer Body**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--03-04 - Category B - Repair Services including Parts - Refuse Packer Body: Leach**
 Lot Description **Category B - Repair Services including Parts - Refuse Packer Body**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

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Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--03-05 - Category B - Repair Services including Parts - Refuse Packer Body: New Way**
 Lot Description **Category B - Repair Services including Parts - Refuse Packer Body**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**
 [See Bid Packet for Location\(s\)](#)
 N/A
 Oklahoma City OK 73102
 Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--03-06 - Category B - Repair Services including Parts - Refuse Packer Body: Wayne**
 Lot Description **Category B - Repair Services including Parts - Refuse Packer Body**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**
 [See Bid Packet for Location\(s\)](#)
 N/A
 Oklahoma City OK 73102
 Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--04-01 - Category B - Repair Services including Parts - Boom/Grapple: Altec**
 Lot Description **Category B - Repair Services including Parts - Boom/Grapple**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**

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See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--04-02 - Category B - Repair Services including Parts - Boom/Grapple: ETI**

Lot Description **Category B - Repair Services including Parts - Boom/Grapple**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--04-03 - Category B - Repair Services including Parts - Boom/Grapple: Palfinger**

Lot Description **Category B - Repair Services including Parts - Boom/Grapple**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--04-04 - Category B - Repair Services including Parts - Boom/Grapple: Peterson**

Lot Description **Category B - Repair Services including Parts - Boom/Grapple**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

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Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--04-05 - Category B - Repair Services including Parts - Boom/Grapple: Rotobec**

Lot Description **Category B - Repair Services including Parts - Boom/Grapple**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--05-01 - Category B - Repair Services including Parts - Street Sweeper: Broce Broom Sweeper**

Lot Description **Category B - Repair Services including Parts - Street Sweeper**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-01 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Aquatech**

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Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair
Parts-Enter %

Discount

Price List-Specify Type
and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-02 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:
Camel**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair
Parts-Enter %

Discount

Price List-Specify Type
and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-03 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder:
Harben**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair
Parts-Enter %

Discount

Price List-Specify Type
and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A

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Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-04 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Myers Sherman**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-05 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Pipehunter**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-06 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Sewer Equipment Company of America**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair

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Parts-Enter %
Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-07 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Sreco**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-08 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Thompson Pump**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-09 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: US**

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Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-10 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Vector**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--06-11 - Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder: Vaccon**

Lot Description **Category B - Repair Services including Parts - Sewer Cleaners and Vacuum Jet Rodder**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A

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Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--07-01 - Category B - Repair Services including Parts - Vacuum Tank: Deco Vacuum Tank**

Lot Description **Category B - Repair Services including Parts - Vacuum Tank**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--07-02 - Category B - Repair Services including Parts - Vacuum Tank: Elliot Vacuum Tank**

Lot Description **Category B - Repair Services including Parts - Vacuum Tank**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--07-03 - Category B - Repair Services including Parts - Vacuum Tank: Ely Tank**

Lot Description **Category B - Repair Services including Parts - Vacuum Tank**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type

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and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--07-04 - Category B - Repair Services including Parts - Vacuum Tank: OMCO**
Lot Description **Category B - Repair Services including Parts - Vacuum Tank**
Quantity **1 hour**
Unit Price
Category A - Repair Parts-Enter %
Discount
Price List-Specify Type and Effective Date
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-01 - Category B - Repair Services including Parts - Street Maintenance Equipment: Buckeye Material Spreader**
Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
Quantity **1 hour**
Unit Price
Category A - Repair Parts-Enter %
Discount
Price List-Specify Type and Effective Date
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-02 - Category B - Repair Services including Parts - Street Maintenance Equipment: BW Manufacturing**
Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

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Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-03 - Category B - Repair Services including Parts - Street Maintenance Equipment: Etnyre E.D. Equipment**
 Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-04 - Category B - Repair Services including Parts - Street Maintenance Equipment: Fox Spreader**
 Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**

See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

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Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-05 - Category B - Repair Services including Parts - Street Maintenance Equipment: Goods Roads Spreader**

Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
 See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
 Qty 1

Description
Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-06 - Category B - Repair Services including Parts - Street Maintenance Equipment: Henderson Spreader**

Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
 See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
 Qty 1

Description
Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-07 - Category B - Repair Services including Parts - Street Maintenance Equipment: Highway Spreader**

Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type

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and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-08 - Category B - Repair Services including Parts - Street Maintenance Equipment: HTC (Hydraulic Truck Conveyor)**
Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
Quantity **1 hour**
Unit Price
Category A - Repair Parts-Enter %
Discount
Price List-Specify Type and Effective Date
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-09 - Category B - Repair Services including Parts - Street Maintenance Equipment: Kraus Brush Hog Spreader**
Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
Quantity **1 hour**
Unit Price
Category A - Repair Parts-Enter %
Discount
Price List-Specify Type and Effective Date
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-10 - Category B - Repair Services including Parts - Street Maintenance Equipment: Myers Ice and Snow Control**
Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

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Quantity **1 hour**
 Unit Price
 Category A - Repair
 Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-11 - Category B - Repair Services including Parts - Street Maintenance Equipment: P.B. Patcher**
 Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
 Quantity **1 hour**
 Unit Price
 Category A - Repair
 Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-12 - Category B - Repair Services including Parts - Street Maintenance Equipment: Patchman**
 Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
 Quantity **1 hour**
 Unit Price
 Category A - Repair
 Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**

[See Bid Packet for Location\(s\)](#)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

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Item **24810--08-13 - Category B - Repair Services including Parts - Street Maintenance Equipment: Rosco Equipment**

Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description
 Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-14 - Category B - Repair Services including Parts - Street Maintenance Equipment: Slurry Seal (Akzo-Nobel)**

Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description
 Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-15 - Category B - Repair Services including Parts - Street Maintenance Equipment: Swenson Spreader**

Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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Delivery Location **City of Oklahoma City and its Trusts**
 See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--08-16 - Category B - Repair Services including Parts - Street Maintenance Equipment: Warren Spreader**
 Lot Description **Category B - Repair Services including Parts - Street Maintenance Equipment**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**
 See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--09-01 - Category B - Repair Services including Parts - Street Painting Machine: Graco**
 Lot Description **Category B - Repair Services including Parts - Street Painting Machine**
 Quantity **1 hour**
 Unit Price
 Category A - Repair Parts-Enter %
 Discount
 Price List-Specify Type and Effective Date
 Delivery Location **City of Oklahoma City and its Trusts**
 See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--09-02 - Category B - Repair Services including Parts - Street Painting Machine: M.B. Co. 35**
 Lot Description **Category B - Repair Services including Parts - Street Painting Machine**
 Quantity **1 hour**
 Unit Price

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Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--09-03 - Category B - Repair Services including Parts - Street Painting Machine: MRL Equipment Co.**

Lot Description **Category B - Repair Services including Parts - Street Painting Machine**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--09-04 - Category B - Repair Services including Parts - Street Painting Machine: Kelly Crisswell**

Lot Description **Category B - Repair Services including Parts - Street Painting Machine**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--09-05 - Category B - Repair Services including Parts - Street Painting Machine: Linear Dynamics**

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Lot Description **Category B - Repair Services including Parts - Street Painting Machine**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--10-01 - Category B - Repair Services including Parts - Equipment Accessories: Stone Age/Warthog**

Lot Description **Category B - Repair Services including Parts - Equipment Accessories**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--10-02 - Category B - Repair Services including Parts - Equipment Accessories: Sewer Equipment Company of America**

Lot Description **Category B - Repair Services including Parts - Equipment Accessories**

Quantity **1 hour**

Unit Price

Category A - Repair

Parts-Enter %

Discount

Price List-Specify Type and Effective Date

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

[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1

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Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--11-01 - Category B - Repair Services including Parts and Supplies: Other Brand Not Listed - Select the Alternate Offer Tab to list each additional**

Lot Description **Category B - Repair Services including Parts and Supplies**

Quantity **1 hour**

Unit Price

Category A - Repair Parts-Enter %

Discount

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter pricing as requested or leave blank if not bidding this specific brand.

Item **24810--11-02 - Category B - Repair Services including Parts and Supplies: Inspection and Estimate**

Lot Description **Category B - Repair Services including Parts and Supplies**

Quantity **1 each**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter cost for inspection and estimate

Item **24810--11-03 - Category B - Repair Services including Parts and Supplies: Field Labor**

Lot Description **Category B - Repair Services including Parts and Supplies**

Quantity **1 hour**

Unit Price

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter field labor rate per hour.

Item **24810--12-01 - Third-Party Buy Out: Parts**

Lot Description **Third-Party Buy Out**

Quantity **1 each**

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Percentage

Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Specify mark-up percentage, if any, on third-party invoices.

Item **24810--12-02 - Third-Party Buy Out: Labor**
Lot Description **Third-Party Buy Out**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Specify mark-up percentage, if any, on third-party labor charges.

Item **24810--13-01 - Buy-Back/Trade-In Policy: Buy-Back/Trade-In of Repair Parts**
Lot Description **Buy-Back/Trade-In Policy**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Attach any buy-back, trade-in, or exchange policy concerning repair parts sold to the City under these specifications

Item **24810--14-01 - W-9: IRS W-9 Form**
Lot Description **W-9**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Attach current W-9

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

Discount for Prompt Payment % Days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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The undersigned individual states that the Bidder will be bound by all components of its bid, the specification, the terms and conditions of the Pricing Agreement/Contract, and the requirements for Bidders.

WITNESS the hands of the parties hereto:

THIS FORM MUST BE ELECTRONICALLY SIGNED AND SUBMITTED WITH THE BID FOR THE BID TO BE VALID

Note: The owner or an officer of the business or corporation may sign this document. A Corporate Seal or a letter of authorization is needed for any other signer. For instance, if a Salesman or Manager signs this form, a letter of authorization or Corporate Seal is to be attached.

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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

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

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

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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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NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Witness the hands of the parties hereto:

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

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

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

TO BE COMPLETED BY THE NOTARY:

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

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

Signed and sworn to before me on this day of , by

[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number:

[Oklahoma] Type Name of Notary Public

My Commission Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

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

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

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

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COMPLIANCE QUESTIONNAIRE

Failure to complete this questionnaire could result in bid rejection.

1. List item numbers for which you are an authorized distributor/dealer:

2. List item numbers you have bid for which you are **NOT** an authorized distributor/dealer:

3. Show source of supply of repair parts/components for each line item bid for which you are **NOT** an authorized distributor/dealer. **(Responses such as Warehouse etc. are NOT acceptable):**

4. Do you have a minimum of two (2) years' experience in providing repair services for each line-item bid for which you are NOT an authorized distributor/dealer:

5. Name at least two (2) major clients excluding the City of Oklahoma City for each line item you have bid for which you are NOT an authorized distributor/dealer. Clients should be comparable firms. Furnish details as below:

Name of Firm:

Address: City, State, Zip:

Contact Person, Title, Telephone#:

Name of Firm:

Address: City, State, Zip:

Contact Person, Title, Telephone#:

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The City of OKLAHOMA CITY and its Trusts

ELECTRONIC BID PACKET
FIELD WORK MAINTENANCE VEHICLES, OEM REPAIR PARTS AND SERVICES
(SANITATION, STREET MAINTENANCE, LINE MAINTENANCE AND TRAFFIC OPERATIONS 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

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governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.

8. PAYMENTS AND DISCOUNTS:

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

9. LATE INVOICES: If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (*See* 62 Okla. Stat. 2010 § 310.4).

10. DELIVERY:

- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
- (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.

11. AWARD OF PRICING AGREEMENT/CONTRACTS: The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

12. PERFORMANCE BONDS: If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.

13. PATENTS: The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.

14. TERMINATION:

- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.

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

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

17. RIGHT TO AUDIT: The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.

18. REFERENCES: The Contracting Entity has the right to request references from bidders.

19. BID EVALUATION: Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

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

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

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

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

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

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

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BID SPECIFICATIONS

FIELD WORK MAINTENANCE VEHICLES, OEM REPAIR PARTS AND SERVICES (SANITATION, STREET MAINTENANCE, LINE MAINTENANCE AND TRAFFIC OPERATIONS EQUIPMENT)

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BID SPECIFICATIONS
FIELD WORK MAINTENANCE VEHICLES, OEM REPAIR PARTS AND SERVICES
(SANITATION, STREET MAINTENANCE, LINE MAINTENANCE AND TRAFFIC OPERATIONS EQUIPMENT)
Instructions to Bidders

INTENT: To award pricing agreements for repair parts and services for equipment makes/brand names listed in this specification.

It is anticipated the pricing agreement(s) will be effective on July 1, 2023. The current agreements expire on June 30, 2023.

SCOPE OF PRICING AGREEMENT/CONTRACT: The Bidder shall furnish and supply the below listed item(s) in accordance with the terms, conditions and provisions set forth herein.

The Contracting Entity reserves the right to award this Pricing Agreement/Contract to a single Bidder or to multiple Bidders, whichever is deemed to be in best interest of the Contracting Entity. You may bid on some or all items. If you choose not to bid on one of the items respond by typing, "No Bid" in the "Note to Buyer" field of the Line Item in the Periscope system.

SUBSTITUTE OFFERS: If the bid specifications provide that the Contracting Entity is accepting substitute offers for a good or service, this option will be available for bidders in Periscope when completing the electronic bid packet. The Contracting Entity is under no obligation to accept a substitute offer.

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

BIDDER: Upon award of this Pricing Agreement/Contract, the term "Bidder" shall mean the contracting party supplying the goods and/or services.

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

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

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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.

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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.

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PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed. This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

FOR ORDERS PLACED BY PURCHASING CARD: Do not send invoices, statements etc. to Accounts Payable for purchasing card orders. Please send all purchasing card documents directly to the cardholder. Cardholders are required to submit itemized transaction details such as invoice/delivery tickets with their monthly purchasing card statement. This is a vital part of the monthly reconciliation process. Your cooperation is appreciated. Contracting Entity employees are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price is expected to cover any fees a bidder may incur.

3. Invoices must contain the following information:
 - a. Bidder's name and address
 - b. Ship to address (department name)
 - c. Purchase order number - **MUST BE INDICATED ON THE INVOICE**
 - d. Itemization of each item purchased to include:
 - i. description/stock number
 - ii. unit price
 - iii. quantity
 - iv. unit of issue (each, box, dozen, pound, etc.)
 - v. total price
 - e. Total amount of invoice
 - f. Date of delivery
4. Invoices should not reflect any outstanding backorders.

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.

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2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

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

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

SAFETY DATA SHEETS: Any Bidder supplying goods or materials to the Contracting Entity that require a Safety Data Sheet (SDS) will furnish the required sheet or a composite concentration list in one of the following manners:

- a. Submitted as part of the proposal document
- b. Submitted prior to Agreement/Contract award
- c. Submitted with the product invoice
- d. Submitted at the request of the Contracting Entity

In all instances, the Bidder shall furnish the safety data sheets with the products at delivery, and shall comply with all local, state and federal laws providing for identification of materials transported to the Contracting Entity. The appropriate proposal number, Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

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

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BID SPECIFICATIONS
Other Provisions

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

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.

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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:

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- 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.: Billy Bray, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
billy.bray@okc.gov

BID/PRICE QUOTATION: On some items, prospective bidders are to quote the City's purchase price of repair parts by indicating an accepted and most current Manufacturer's List Price, plus or less any percentage of discount to be given to the City. Other repair parts will be quoted at a firm price for the duration of the pricing agreement.

PRICE LIST: Bidders must identify in the line-item area of the electronic bidding system the type of price lists on which bid prices are based and the effective dates of those price lists and must make available current copies thereof for bid evaluation and cost verification purposes as and when requested by the City. The cost/price list(s) shall be any one of the following as applicable, unless the specific type of list is indicated in Periscope.

- A. Current dated manufacturer's cost to bidder.
- B. Current dated manufacturer's suggested retail price list(s).
- C. Current dated manufacturer's State price list(s).
- D. Jobber list.

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Should there be any change(s) in cost/price lists at any time during the tenure of the pricing agreement, the successful bidder(s) shall immediately submit new price lists to the Procurement Services Division identifying the revised applicable list(s). Failure to provide price lists may result in a bidder not being awarded a pricing agreement. Failure to provide price list(s) after pricing agreement award could lead to delays in payment or cancellation of agreement.

COMPATIBILITY: Compatibility of repair parts is required for ease of ordering to ensure compatibility of components and other subassemblies, and to ensure complete coverage on needed repair parts categories. Those line items grouped for compatibility will not be split up among bidders.

QUALITY OF PARTS AND SERVICES: Repair parts and/or services bid under these specifications must be name brand, nationally advertised merchandise. All repair parts must be first line, top quality parts. Repair parts must be equal to, or exceed, original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.

All rebuilt or remanufactured parts must meet the same requirements as above.

Some repair parts may be required to be original equipment manufactured repair parts. When a line item is identified as requiring "Original Equipment Manufacturer's" repair parts, no substitution will be permitted or accepted. However, it shall be understood, all repairs performed on marked police department vehicles will be completed with OEM parts in order to maintain the vehicles factory tested safety standards. Any exceptions must be identified and authorized by the police department Fleet Manager before any repairs are initiated.

On some bid specifications, the City may list various alternatives of brand names/manufacturer's as acceptable to the City. In these cases, prospective bidders shall bid on any of the listed brand names/manufacturers only. Should bidders wish to bid brand names not listed in the specifications, they must obtain the approval of the Fleet Services Manager prior to the date of bid opening.

Bidder(s) bidding for "Repair Services" on brand name(s) of equipment for which they are not an authorized Distributor/Dealer shall have a minimum of two (2) prior years of experience of providing similar services on those brand name(s) of equipment to comparable organizations. Prospective bidder(s) shall be required to produce documentary evidence to this effect.

BRAND NAME PRODUCTS: Where the price agreements are awarded by brand names for products, repair parts and supplies, (e.g., Monroe Shocks, Champion Spark Plugs, Gates Hoses, etc.) the contracted bidder shall supply only brand name articles for which price agreement(s) is/are awarded to the bidder. If, however, on occasions, the bidder is unable to deliver the contracted brand name article(s) but wishes to deliver a comparable substitute brand name article(s) which meets or exceeds the specifications for the contracted brand name articles(s), the bidder must obtain prior permission of the Parts Manager, Fleet Services Division for supply of substitute brand name article(s). Failure to comply with this provision could result in nonpayment for supplies. Also, the City shall pay the bidder(s) the actual price of the substitute brand name(s) article(s) or the price per the contracted brand name(s) article(s) whichever is less.

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SCOPE OF PARTS AND SERVICES BID: Prospective bidders shall be expected and required to handle, stock, or have access to the complete line of repair parts for the particular item(s) bid under these specifications. The service support bid by the bidder must also include all possible equipment which may fall into the category.

BUY-BACK/TRADE-IN OF REPAIR PARTS: Prospective bidders are required to provide in writing any buy-back, trade-in, or exchange policy concerning repair parts sold to the City under these specifications. The buy-back, exchange policy will be a factor in determining lowest and best bidder. The policy must be submitted with the bid proposal to be considered.

WARRANTY ON REPAIR SERVICE: In addition to providing the standard warranty on parts and labor on repair services, the bidder shall also be responsible for reimbursing to the City the labor charges the City incurs in removing erroneous parts/components/materials from an assembly/vehicle. The labor charges will be based on standard flat rate manuals.

REPLACEMENT/CREDIT FOR ERRONEOUS SUPPLIES: If the bidder makes delivery of erroneous supplies, regardless of whether the City or the bidder is responsible for the error, the bidder shall promptly replace, upon notification by the City, the erroneous supplies with correct supplies. Alternatively, if the City so requests, the bidder shall promptly issue credit for the value of the supplies. If the City erred in ordering, the bidder shall be entitled to deduct restocking fees from the value of the erroneous supplies provided the bidder's bid included provision for payment of restocking fees. In any event, the bidder shall provide credit within thirty days of the request for credit from the City.

REIMBURSEMENT OF LABOR CHARGES FOR ERRONEOUS SUPPLIES: If the bidder makes erroneous delivery of supplies which are ordered correctly by the City, the bidder shall, in addition to replacing/issuing credit for the erroneous supplies, also be responsible for reimbursing to the City any labor charges the City incurs in fitting and removing such materials from an assembly/vehicle. The labor charges that are to be reimbursed shall be based on standard flat rate manuals.

DELIVERY OF EMERGENCY REQUIREMENT: In case of critical need, a shorter delivery/response time than the normal delivery of two working days or, in cases of reasonable and justified delay, the City may allow an extended delivery/response time on a case by case request basis.

If the City requests that a bidder supply a normally contracted item on an emergency basis in less than the maximum specified delivery time identified in the pricing agreement requiring the bidder to incur unforeseen freight charges to meet the City's requirement, the bidder may in such case add the freight charges to his invoices.

THIRD PARTY BUY OUTS OF PARTS AND LABOR: Occasionally, the contracted bidder may be required to buy out parts and/or labor from a third party. In such cases, the contracted bidder will be responsible to ensure that such parts and/or labor meet quality and workmanship standards and comply with City specifications. When the buy-out will exceed \$500, the contracted bidder must receive prior approval from the City representative responsible for the project. The buy-out must not individually or in total exceed \$2,500 on a particular invoice or

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repair. The contracted bidder must supply documentation verifying the actual cost of the bought-out items by supplying a copy of the third party invoice and must note on the final invoice as to which items are bought out. If the contracted bidder deems it necessary to apply a markup above actual on third party invoices, those mark ups are to be listed in the line-item area of the electronic bidding system.

REPAIR SERVICES PRICE AGREEMENTS: The City will consider awarding price agreements to bidders whose repair facilities are not located in the Oklahoma City area or within a radius of 25 miles from downtown Oklahoma City (City Hall) provided the bidders are agreeable to pick up the vehicle/equipment from the City's designated facilities and deliver them back to the City's designated facilities at no extra cost to the City for those services. The contracted bidder shall pick up the vehicle/equipment within one (1) working day after request from the City and shall deliver the same to the City within one (1) working day after repair(s) is completed. If, in some exceptional circumstances, the City awards contracts to bidders whose repair facilities are not located as stated above, the contracted bidders shall make their own arrangements for performing repair services in the Oklahoma City area as stated above.

Where price agreements are awarded for repair services based on shop labor rates per hour bid by bidder(s), the City will pay the bidder(s) for the actual shop labor hours expended on the services performed by the bidder(s), provided however that the actual shop labor hours do not exceed the established industry shop labor standards where such standards are available (e.g., journals such as Motor Manual, Chilton, etc.).

Where such established standards are, however, not available, the City reserves the right to verify the reasonableness of the actual shop labor hours expended as claimed by the bidder(s), by making inquiries of and obtaining estimated shop labor hours for identical services from comparable non-contracted bidders in and around Oklahoma City. Where the actual shop labor hours claimed by the contracted bidder(s) exceed the estimated shop labor hours obtained by such inquiries, the City will pay the contracted bidder(s) for the average of the different estimated shop labor hours obtained by the inquiries.

BIDDER'S QUALIFICATIONS: Prospective bidders may be required to demonstrate that they can provide specified parts and services in the quantities and within the time limits required by the City of Oklahoma City and provide proof that the products they bid meet or exceed "OEM" parts standards.

WORK PRIORITY: The successful bidder shall schedule City vehicles and/or heavy equipment for repair on a first priority basis. Emergency vehicles will, at all times, be accorded the highest priority. Upon delivery, bidder must have vehicle diagnosed, or have parts on order within seven (7) calendar days. The unit must be fully repaired within fourteen (14) days or less from delivery date, unless justification can be provided such as "parts on backorder", etc. The bidder must provide a written approximation of down time for the vehicle and/or heavy equipment to be repaired. Any return work must also be performed as on an equal priority as an initial first-time repair job.

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BID SPECIFICATIONS
Technical Provisions

INTENT: To award pricing agreements for repair parts and services for equipment makes/brand names listed below:

Refuse Packer Body

1. Leach
2. New Way
3. Wayne
4. LaBrie
5. Heil
6. Bridgeport

Boom/Grapple

7. Altec
8. ETI
9. Rotobec
10. Palfinger
11. Peterson

Street Sweeper

12. Broce Broom Sweeper

Sewer Cleaners and Vacuum Jet Rodder

13. Aquatech
14. Camel
15. Harben
16. Myers Sherman
17. Pipehunter
18. Sewer Equipment Company of America
19. Sreco
20. Thompson Pump
21. US Jetting
22. Vactor
23. Vaccon

Vacuum Tank

24. Deco Vacuum Tank
25. Elliot Vacuum Tank
26. Ely Tank
27. OMCO

Street Maintenance Equipment

28. Buckeye Material Spreader
29. BW Manufacturing
30. Etnyre E.D. Equipment

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- 31. Fox Spreader
- 32. Good Roads Spreader
- 33. Henderson Spreader
- 34. Highway Spreader
- 35. HTC (Hydraulic Truck Conveyor)
- 36. Kraus Brush Hog Spreader
- 37. Myers Ice and Snow Control
- 38. P. B. Patcher
- 39. Patchman
- 40. Rosco Equipment
- 41. Slurry Seal (Akzo-Nobel)
- 42. Swenson Spreader
- 43. Warren Spreader

Street Painting Machine

- 40. Graco
- 41. M.B. Co. 35
- 42. MRL Equipment Co.
- 43. Kelly Crisswell
- 44. Linear Dynamics

Equipment Accessories

- 45. Stone Age/Warthog
- 46. Sewer Equipment of America
- 47. Other makes/brands not listed

If there are other makes/brands of equipment you can service including repair parts, select the “Alternate Offer” tab in the line item pricing area (example below) to enter information for each additional equipment.

These specifications will provide for new “original equipment manufacturers repair parts and services for all models of various equipment listed above. Repair services shall be performed by factory trained and/or authorized personnel.

These specifications are in two parts, namely:

- A – Repair Parts and Supplies only.
- B – Repair Services (including supply of parts and components as required)

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Unless otherwise specified, successful bidder(s) must be able to provide complete and comprehensive parts and/or service support for all models for each line-item bid. The services shall include, but not be limited to, hydraulic systems and tools, undercarriage repairs, etc., as applicable.

Bidder must identify on his bid, price list(s) quoted and shall be prepared to make available a current copy of price list(s) for bid evaluation purposes only, if requested by the City. Successful bidder(s) to provide identified ruling price lists for cost verification, if requested by the City.

Successful bidder(s) on repair services for equipment for which they are not an authorized distributor/dealer shall have a minimum of two (2) years of experience in providing repair services on each make of equipment bid.

Bidder shall provide complete answers to the compliance questionnaire, and also provide detailed supportive information to facilitate fair and proper bid evaluation(s) and price agreement(s) award. This is only to ensure that the price agreement(s) are awarded to bidders who are not only competitive, but also have expertise on parts/service support for each line-item bid. Failure to comply with these instructions could result in bid rejection.

Bidders may bid for Category A: REPAIR PARTS AND SUPPLIES ONLY (Prospective bidders must carry a complete line of OEM repair parts and supplies for all models/makes of equipment bid, as listed in the manufacturer’s parts and service manuals). **Note: Items bid at zero (0) percent discount may not be considered for an award.**

All pricing and percentage discounts bid will be entered in the line-item pricing area of the electronic bidding system. *The below table is example of the type of information that will be required for bidding Category A.*

Make/Brand Name	Type of Price List & Effective Date	Price List Less %
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Bidders may bid Category B: REPAIR SERVICES (Including supply of repair parts and components as required). **Note: Items bid at zero (0) percent discount may not be considered for an award.**

All pricing and percentage discounts bid will be entered in the line-item pricing area of the electronic bidding system. *The below table is example of the type of information that will be required for bidding Category B.*

Make/Brand Name	Type of Price List & Effective Date	Shop Labor Per Hour	Price List Less %
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Successful bidder(s) must be willing to inspect and provide a written estimate on any type of equipment which is considered for repair by the bidder. The inspection may be performed at the Fleet Services Division Maintenance Facility, and the written estimate will be submitted for approval by authorized personnel before repairs can commence. This inspection and estimate applies to all portions of this bid.

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Bidder will be required to provide the cost for inspection and estimate per vehicle and field labor per hour pricing in the line-item pricing area of the electronic bidding system. Any on-site field labor will require the bidder to comply with the City's insurance requirements as listed in this specification. A valid certificate of insurance must be provided prior to any services being performed on City/Trust properties.

WEBSITE: If catalog(s) or price list(s) may be obtained from a website, please list the address and any special instructions for accessing the site to verify pricing.

COMPLIANCE QUESTIONNAIRE: Bidder must complete the Compliance Questionnaire in order to be considered for an award. Reference the item number listed for the equipment above when completing the Compliance Questionnaire.

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

FEES: All fees associated with bid must be included in the delivered bid price. Ancillary fees are not allowed to be invoiced as a separate charge.

PRICING: Pricing must be submitted through the Line-Item area of the electronic bidding system. Line items left blank will be considered a no bid only for that specific line item. **Note: Items bid at zero percent discount may not be considered for an award.**

W-9: Attach a copy of the bidders current W-9 in the Line-Item area of the electronic bidding system.

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NOTICE TO BIDDERS

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

BID24810 – Field Work Maintenance Vehicles, OEM Repair Parts and Services

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

Bids shall be made in accordance with this Notice to Bidder, General Instructions and Requirements for Bidders, Oklahoma Open Records Act and Confidential Information, the Specifications, the Agreement & Non-Discrimination Statement, the Non-Collusion Affidavit, and any other documents which are included in the complete electronic bid packet. The Agreement must be completed, signed, and submitted electronically through Periscope for the bid to be valid.

Bids timely submitted electronically through Periscope shall be opened at the time stated above or later in the City Clerk’s Conference Room, located on the 2nd floor of the Municipal Building. The Periscope system does not allow bids to be submitted after the above stated date and time. There will be no exceptions to this policy. All bids shall remain on file at least 48 hours before an Agreement shall be made and entered.

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Question and Answers for Bid #24810 - Field Work Maintenance Vehicles, OEM Repair Parts and Services

Overall Bid Questions

There are no questions associated with this bid.

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