

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:


CITY CLERK




MAYOR

Reviewed for form and legality.


ASSISTANT MUNICIPAL COUNSELOR

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Supplier: **JOHNSON EQUIPMENT CO**

**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**

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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 **JOHNSON EQUIPMENT COMPANY** INChereinafter 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%** 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 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.

DOUGLAS DEBERRY

Type Name of Authorized Agent

TERRITORY MANAGER

Title of Authorized Agent

**JOHNSON EQUIPMENT COMPANY INC 2000 SE 67TH 73149
OKLAHOMA CITY OK**

Company Name and Address

Zip Code

T-405-680-9641 F-405-681-1546

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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

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

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

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Supplier: JOHNSON EQUIPMENT CO

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 ← ←

DOUGLAS D DEBERRY

Type Name of Authorized Agent/Representative

Title

JOHNSON EQUIPMENT CO

Company Name

JOHNSON EQUIPMENT CO

73149

Address

Zip Code

2000 SE 67TH ST

Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

State of *

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OKLAHOMA

) SSS

County of *

)

OKLAHOMA

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LETTER OF AUTHORIZATION

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

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

City of Oklahoma City or related Public Trust:

This letter authorizes Doug Deberry to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of Johnson Equipment Company
Company Name

Sincerely,


Signature of Authorized Agent

Vice President
Print Title

5/17/2023
Date

Chris Hammons
Print Name

Email Address: chammons@jequip.com

Title: (must be checked)

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

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/22/2023

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

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

PRODUCER Higginbotham Insurance Agency, Inc. 1307 E. Ennis Ave. Ennis TX 75119	CONTACT NAME: Elizabeth Janysek PHONE (A/C, No, Ext): 817-349-2311 E-MAIL ADDRESS: ejanysek@higginbotham.net		FAX (A/C, No): 817-347-6981
	INSURER(S) AFFORDING COVERAGE		
INSURED JOHNEQU-01 Johnson Equipment Company 4674 Olin Rd. Dallas TX 75244	INSURER A : Aspen American Insurance Company		NAIC # 43460
	INSURER B : The Hanover Insurance Company		22292
	INSURER C : Federal Insurance Company		20281
	INSURER D : National Union Fire Insurance Company Of Pittsburg		19445
	INSURER E : Great Northern Insurance Company		20303
	INSURER F : Commerce and Industry Insurance Company		19410

COVERAGES

CERTIFICATE NUMBER: 872154216

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
E	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual Liab GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC <input type="checkbox"/> OTHER:			36069235	6/30/2022	6/30/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
D	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			2507828	6/30/2022	6/30/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			56716430 CX00HVQ22	6/30/2022 6/30/2022	6/30/2023 6/30/2023	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000 \$10mm XS \$5MM \$ 10,000,000
F	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <input type="checkbox"/> Y <input checked="" type="checkbox"/> N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	48240266	6/30/2022	6/30/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E C B	Installation Floater *** Leased/Rented Equipment Crime/Fidelity Policy			36069235 0671-64-53-IOG LHDH35452601	6/30/2022 12/3/2021 6/30/2022	6/30/2023 6/30/2023 6/30/2023	Blanket Coverage 750,000*** 100,000 1,000,000

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

Professional Liability and Pollution Liability:
 Policy No. ENP00006440-02
 Effective 6/30/2022 - 6/30/2023
 Carrier: Lloyd's
 Limit: \$2,000,000
 Retention: \$25,000
 Mold is included within the Pollution Liability with no sublimit.
 No Water Intrusion Exclusion attached to Pollution policy.
 See Attached...

CERTIFICATE HOLDER**CANCELLATION**

City of Oklahoma City and its Trust
 100 N. Walker, Suite 200
 Oklahoma City OK 73102

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

AUTHORIZED REPRESENTATIVE

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ADDITIONAL REMARKS SCHEDULE

AGENCY Higginbotham Insurance Agency, Inc.		NAMED INSURED Johnson Equipment Company 4674 Olin Rd. Dallas TX 75244	
POLICY NUMBER		EFFECTIVE DATE:	
CARRIER	NAIC CODE		

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

***Installation Floater includes coverage:
 Any one location: \$750,000
 In Transit \$750,000
 Temporary location: \$750,000

The General Liability and Automobile Liability policies includes a blanket automatic additional insured endorsement that provides additional insured status (Including Ongoing & Completed Ops per form 80-02-2373 (Ed. 04-94)) to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Worker's Compensation policies include a blanket automatic waiver of subrogation that provides this feature only when there is a written contract between the named insured and the certificate holder requires it.

The General Liability and Automobile Liability policies include a blanket Primary & Non Contributory endorsement that affords that coverage to certificate holders only where there is a written contract between the Named Insured and the certificate holder that requires such status.

The General Liability, Automobile Liability, and Workers' Compensation policies include a blanket notice of cancellation to certificate holders endorsement providing for 30 days advance notice if the policy is canceled by company other than for nonpayment of premium. Notice is sent to certificate holders with e-mail addresses on file with the agent or the company. The endorsement does not provide for notice of cancellation if the named insured request cancellation.

XCU is not excluded from the General Liability policy. There is no contractual liability exclusion on the General Liability policy.

Excess/Umbrella follows form over the general liability, auto, and employers liability policies.

This is to confirm there are no modifications to the ISO CG 00 01 04 13 (or equivalent) to the following Employers Liability language: "This exclusion does not apply to the liability assumed by the insured under an insured contract."

Contract#C246038

The City of Oklahoma City and its Trusts are included as Additional Insured

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Liability Insurance

Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Additional Insured - Scheduled Person Or Organization

Persons or organizations shown in the Schedule are insureds; but they are insureds only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an insured only:

- if and then only to the extent the person or organization is described in the Schedule;
• to the extent such contract or agreement requires the person or organization to be afforded status as an insured;
• for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
• with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an insured under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
• with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

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Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations that you are obligated, pursuant to a contract or agreement, to provide with such insurance as is afforded by this policy.

All other terms and conditions remain unchanged.

Authorized Representative



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Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

Owners, Lessees Or Contractors - Completed Operations

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only with respect to their liability for **bodily injury** or **property damage** caused, in whole or in part, by **your work** at the applicable location described in the Schedule performed for such person or organization and included in the **products-completed operations hazard**.

However,

- the insurance afforded to such person or organization only applies to the extent permitted by law; and
- if coverage provided to the person or organization is required by a contract or agreement, the insurance afforded to the person or organization will not be broader than that which you are required by such contract or agreement to provide for the person or organization.

Schedule

ALL ORGANIZATIONS TO WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT, SIGNED PRIOR TO LOSS, TO WHICH THIS ENDORSEMENT APPLIES.

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Liability Endorsement
(continued)

All other terms and conditions remain unchanged.

Authorized Representative



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Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

PREMISES/OPERATIONS

Who Is An Insured

*Additional Insured-
Scheduled Person Or
Organization, Ongoing
Operations*

This endorsement applies to the following forms:

Under Who Is An Insured, the following provision is added.

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only with respect to liability arising out of your ongoing operations performed for that **insured**.

Under Policy Exclusions, the following is added:

Policy Exclusions

Additional Insured

This insurance does not apply to any **bodily injury** or **property damage** occurring after:

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A. all work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insureds at the site of the covered operations has been completed; or

B. that portion of **your work** out of which the injury or damage arises has been put to its intended use by any persons or organizations other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.

Schedule

Name of Person or Organization:

All organizations to whom you are required by written contract, signed prior to loss, to which this endorsement applies.

All other terms and conditions remain unchanged.

Authorized Representative



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Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

PRODUCTS/COMPLETED OPERATIONS

Who Is An Insured

Additional Insured-Scheduled Person Or Organization PCO

This Endorsement applies to the following forms:

Under Who Is An Insured, the following provision is added.

Person or organizations shown in the Schedule are insureds; but they are insureds only with respect to liability arising out of your work at the location designated and described in the schedule of this endorsement performed for that insured and included in the products-completed operations hazard.

SCHEDULE

Name of Person and Organization:

All organizations to whom you are required by written contract, signed prior to loss, to which this endorsement applies.

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All other terms and conditions remain unchanged.

Authorized Representative



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Liability Insurance

Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Conditions, Transfer Or Waiver Of Rights Of Recovery Against Others, the following provision is added:

Conditions

Transfer Or Waiver Of Rights Of Recovery Against Others

However, we waive any right of recovery we may have against the designated person or organization shown below because of payments we make for injury or damage arising out of your ongoing operations or done under a contract with that person or organization and included in the products-completed operations hazard. This waiver applies to the designated person or organization.

Designated Person Or Organization

ALL ORGANIZATIONS TO WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT, SIGNED PRIOR TO LOSS, TO WHICH THIS ENDORSEMENT APPLIES.

All other terms and conditions remain unchanged.

Authorized Representative

[Handwritten Signature]

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Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY
EMPLOYEE BENEFITS ERRORS OR OMISSIONS

Conditions

Under Conditions, the following provision is added to the condition titled Other Insurance.

*Other Insurance -
Primary, Noncontributory
Insurance - Scheduled
Person Or Organization*

If you are obligated, pursuant to a written contract or agreement, to provide the person or organization described in the Schedule (that is also included in the Who Is An Insured section of this contract) with primary insurance such as is afforded by this policy, then this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

Persons or organizations described in the Who Is An Insured section of this contract and that you are obligated, pursuant to a written contract or agreement, to provide with primary insurance as is afforded by this policy, but only to the minimum extent required by such contract or agreement.

All other terms and conditions remain unchanged.

Authorized Representative



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Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added:

Who Is An Insured

Architects, Engineers Or Surveyors

Any architect, engineer or surveyor engaged by you is an insured; but they are insureds only with respect to liability arising out of premises owned or occupied by or rented or loaned to you, or ongoing operations performed by you or on your behalf.

No architect, engineer or surveyor is an insured with respect to liability arising out of the rendering or failure to render any professional service or advice to or for you, including:

- preparing, approving or failing to prepare or approve maps, drawings, opinions, reports, surveys, field orders, change orders, designs or specifications; or

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Who Is An Insured

**Architects, Engineers Or
Surveyors**
(continued)

- giving directions or instructions, or failing to give them.

All other terms and conditions remain unchanged.

Authorized Representative



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Liability Insurance

Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Limits Of Insurance, the following provisions are added.

Limits Of Insurance

Per Location Or Per Project Limit Of Insurance With Combined Total Aggregate Limit

- A. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which can be attributed only to operations at a single **location** or at a single designated **project**, is described in paragraphs A.1. through A.4. below.
 - 1. A separate General Aggregate Limit will apply to each **location** or **project**, and such limit is equal to the General Aggregate Limit shown in the Declarations.
 - 2. Subject to the Each Occurrence Limit and all other applicable limits, the separate General Aggregate Limit described in subparagraph A.1. above is the most we will pay for the sum of all damages for **bodily injury** and **property damage**, except in connection with injury or damage included in the **products-completed operations hazard**, and for all **medical expenses**, regardless of the number of:
 - a. **insureds**;
 - b. **claims made or suits brought**; or
 - c. **persons or organizations making claims or bringing suits**.

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Limits Of Insurance

*Per Location Or Per
Project Limit Of
Insurance With
Combined Total
Aggregate Limit
(continued)*

3. Any amount paid for damages or **medical expenses** will reduce the amount of the separate General Aggregate Limit described in subparagraph A.1. above available for any other payment for that **location** or **project**. Such payments will not reduce the General Aggregate Limit shown in the Declarations and they will not reduce the separate General Aggregate Limit for any other operations at a single **location** or single **project**.
 4. The limits shown in the Declarations for Each Occurrence, Damage To Premises Rented To You and Medical Expenses continue to apply. However, instead of being subject to the General Aggregate Limit shown in the Declarations, such limits will be subject to the applicable separate General Aggregate Limit.
- B. Subject to the Combined Total Aggregate Limit shown in the Schedule, the most we will pay for the sum of all damages for **bodily injury** and **property damage** and for all **medical expenses**, which cannot be attributed only to operations at a single **location** or a single **project**, is described in paragraphs B.1 and B.2 below.
1. Any amount paid for damages or **medical expenses** will reduce the amount of the General Aggregate Limit available for any other payment; and
 2. Payments described in subparagraph B.1. above will not reduce the separate General Aggregate Limit applicable to operations at a single **location** or a single **project**.
- C. Subject to the separate General Aggregate Limit and all other applicable limits, the Combined Total Aggregate Limit shown in the Schedule is the most we will pay for the combined sum of amounts described in paragraphs A. and B. above, regardless of the number of **locations** or **projects**.
- D. If applicable, any payments we make for **bodily injury** or **property damage** included in the **products-completed operations hazard** will reduce the Products-Completed Operations Aggregate Limit regardless of the number of **locations** or **projects**, and will not reduce the General Aggregate Limit or the separate General Aggregate Limit applicable to a single **location** or a single **project**.
- E. If the applicable **project** has been abandoned, delayed or abandoned and then restarted, or if the authorized contracting parties deviate from plans, blueprints, designs, specifications or timetables, the **project** will still be deemed to be the same **project**. **Project** will be deemed to include, collectively, all **locations** and sites on which you are performing operations that are called for in the applicable contracts or agreements pertaining to such **project**.
- F. The provisions of the section titled Limits Of Insurance not otherwise modified by this endorsement will continue to apply as stipulated.

As used in this endorsement, the following words and phrases have special meanings described below.

Definitions

Location

Location means premises involving the same or connecting lots, or premise whose connection is interrupted only by a street, roadway, waterway or right-of-way of a railroad.

Project

Project means a project (taking place away from premises owned by or rented to you) on which you are performing operations.

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CHUBB

Liability Insurance

Endorsement

Effective Date June 30, 2022

Policy Number 36069235

Schedule

Combined Total Aggregate Limit: \$ 10,000,000

All other terms and conditions remain unchanged.

Authorized Representative



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Policy Conditions

Endorsement

Policy Period June 30, 2022 to June 30, 2023

Effective Date June 30, 2022

Policy Number 36069235

Insured Johnson Equipment Company

Name of Company Great Northern Insurance Company

Date Issued June 30, 2022

This Endorsement applies to the following forms:

COMMON POLICY CONDITIONS

Conditions

Under Conditions, the following condition is added.

Notice Of Cancellation To Scheduled Persons Or Organizations When We Cancel

When we cancel this policy for any reason, other than non-payment of premium, we will notify person(s) or organization(s) shown in the Schedule at least 30 days in advance of the cancellation date.

ANY FAILURE BY US TO NOTIFY SUCH PERSON(S) OR ORGANIZATION(S) WILL NOT:

- IMPOSE ANY LIABILITY OR OBLIGATION OF ANY KIND UPON US; OR
- INVALIDATE SUCH CANCELLATION.

Schedule

If you are obligated, pursuant to a written contract or agreement, to provide person(s) or organization(s) with notice of cancellation, then we will notify such person(s) or organization(s) provided that within 15 days of the date we send notice of cancellation to the first named insured, the first named insured or producer of record provides us with a spreadsheet containing the name, mailing address and, if available, e-mail address of the person(s) or organization(s).

All other terms and conditions remain unchanged.

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Conditions
(continued)

Authorized Representative



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ENDORSEMENT

This endorsement, effective June 30, 2022
forms a part of Policy No. 2507828
issued to JOHNSON EQUIPMENT COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

Any person or organization for whom you are contractually bound to provide Additional Insured status but only to the extent of such person's or organization's liability arising out of the use of a covered "auto".

I. SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured, is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

- (1) The coverage and/or limits of this policy, or
- (2) The coverage and/or limits required by said contract or agreement.



AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective June 30, 2022
forms a part of Policy No. 2507828.
issued to JOHNSON EQUIPMENT COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, A - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others to Us, is amended to add:

However, we will waive any right of recover we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovery funds obtained by any injured employee.



AUTHORIZED REPRESENTATIVE

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ENDORSEMENT

This endorsement, effective June 30, 2022
forms a part of Policy No. 2507828
issued to JOHNSON EQUIPMENT COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

INSURANCE PRIMARY AS TO CERTAIN ADDITIONAL INSUREDS

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

Section IV - Business Auto Conditions, B., General Conditions, 5., Other Insurance, c., is amended by the addition of the following sentence:

The insurance afforded under this policy to an additional insured will apply as primary insurance for such additional insured where so required under an agreement executed prior to the date of accident. We will not ask any insurer that has issued other insurance to such additional insured to contribute to the settlement of loss arising out of such accident.

All other terms and conditions remain unchanged.



Authorized Representative or
Countersignature (in States Where
Applicable)

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ENDORSEMENT

This endorsement, effective 06/30/2022
forms a part of Policy No. 2507828
issued to JOHNSON EQUIPMENT COMPANY
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE FIRST NAMED INSURED**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **First Named Insured** is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **First Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **First Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **First Named Insured** provides such information to the **Insurer**.

Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following Definitions apply to this endorsement:

1. **First Named Insured** means the Named Insured shown on the Declarations Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Declarations page of this policy.

All other terms, conditions and exclusions shall remain the same.



Authorized Representative

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TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective June 30, 2022 forms a part of Policy No. 48240266

Issued to Johnson Equipment Company

By Commerce and Industry Insurance Company

This endorsement applies only to the insurance provided by the policy because Texas is shown in Item 3.A. of the Information Page.

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule, but this waiver applies only with respect to bodily injury arising out of the operations described in the Schedule where you are required by a written contract to obtain this waiver from us.

This endorsement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

The premium for this endorsement is shown in the Schedule.

Schedule

- 1. Specific Waiver
Name of person or organization

- Blanket Waiver
Any person or organization for whom the Named Insured has agreed by written contract to furnish this waiver.

- 2. Operations: ALL TEXAS OPERATIONS

- 3. Premium:

The premium charge for this endorsement shall be 2.0 percent of the premium developed on payroll in connection with work performed for the above person(s) or organization(s) arising out of the operations described.

- 4. Advance Premium:

WC 42 03 04 B
(Ed. 6-14)

Countersigned by _____
Authorized Representative

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on inception date of the policy unless a different date is indicated below.

This endorsement, effective June 30, 2022

forms a part of Policy No. 48240266

Issued to Johnson Equipment Company

By Commerce and Industry Insurance Company

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION TO WHOM YOU BECOME
OBLIGATED TO WAIVE YOUR RIGHTS OF RECOVERY
AGAINST, UNDER ANY WRITTEN CONTRACT OR AGREEMENT
YOU ENTER INTO PRIOR TO THE OCCURRENCE OF LOSS.

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This form is not applicable in Kansas for private construction contracts as defined in K.S.A. 16-1801 through K.S.A. 16-1807 or public construction contracts as defined in K.S.A. 16-1901 through 16-1908, except where permitted by statute or other applicable law, such as for use in wrap-up insurance programs.

Any person or organization for which the employer has agreed by written contract, executed prior to loss, may execute a waiver of subrogation. However, for purposes of work performed by the employer in Missouri, this waiver of subrogation does not apply to any construction group of classifications as designated by the waiver of right to recover from others (subrogation) rule in our manual.

This form is not applicable in California, Kentucky, New Hampshire, New Jersey, Texas, or Utah.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy).

This endorsement, effective June 30, 2022 forms a part of Policy No. 48240266

Issued to Johnson Equipment Company

By Commerce and Industry Insurance Company

**LIMITED ADVICE OF CANCELLATION PROVIDED VIA E-MAIL
TO ENTITIES OTHER THAN THE NAMED INSURED
(WORKERS' COMPENSATION ONLY)**

This policy is amended as follows:

In the event that the **Insurer** cancels this policy for any reason other than non-payment of premium, and

1. the cancellation effective date is prior to this policy's expiration date;
2. the **Named Insured** or, if applicable, any other employers named in Item 1 of the Information Page is under an existing contractual obligation to notify a certificate holder when this policy is canceled (hereinafter, the "Certificate Holder(s)") and the **Named Insured** has provided to the **Insurer**, either directly or through its broker of record, the email address of a contact at each such entity; and
3. the **Insurer** received this information after the **Named Insured** receives notice of cancellation of this policy and prior to this policy's cancellation effective date, via an electronic spreadsheet that is acceptable to the **Insurer**,

the **Insurer** will provide advice of cancellation (the "Advice") via e-mail to each such Certificate Holders within 30 days after the **Named Insured** provides such information to the **Insurer**; provided, however, that if a specific number of days is not stated above, then the Advice will be provided to such Certificate Holder(s) as soon as reasonably practicable after the **Named Insured** provides such information to the **Insurer**.

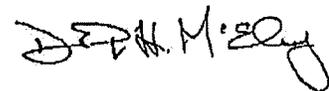
Proof of the **Insurer** emailing the Advice, using the information provided by the **First Named Insured**, will serve as proof that the **Insurer** has fully satisfied its obligations under this endorsement.

This endorsement does not affect, in any way, coverage provided under this policy or the cancellation of this policy or the effective date thereof, nor shall this endorsement invest any rights in any entity not insured under this policy.

The following definitions apply to this endorsement:

1. **Named Insured** means the insured first named employer in Item 1 of the Information Page of this policy.
2. **Insurer** means the insurance company shown in the header on the Information Page of this policy.

All other terms, conditions and exclusions shall remain the same.



AUTHORIZED REPRESENTATIVE

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JOHNSON EQUIPMENT CO

Bid Contact **Doug DeBerry**
ddeberry@jequip.com
Ph 405-388-1495

Address **2413 s PURDUE ST**
OKLAHOMA CITY, OK 73128

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24608--01-01	Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code:	First Offer - \$225.00	1 / hour	\$225.00 Y
24608--01-02	Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code:	First Offer - \$337.50	1 / hour	\$337.50 Y
24608--01-03	Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code: Supplier Notes: 2 HOUR MINIMUM	First Offer - \$337.50	1 / hour	\$337.50 Y
24608--01-04	Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code:	First Offer - \$35.00	1 / hour	\$35.00 Y
24608--01-05	Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code:	First Offer - \$52.50	1 / hour	\$52.50 Y
24608--01-06	Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code: Supplier Notes: 2 HOUR MINIMUM	First Offer - \$52.50	1 / hour	\$52.50 Y
24608--01-07	Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Service Calls	Supplier Product Code: Supplier Notes: TRIP CHARGE	First Offer - \$260.00	1 / each	\$260.00 Y

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Lot Total **\$1,300.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
24608--02-01	Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code: Supplier Notes: 2 HOUR MINIMUM	First Offer - \$225.00	1 / hour	\$225.00 Y
24608--02-02	Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code: Supplier Notes: 2 HOUR MINIMUM	First Offer - \$337.50	1 / hour	\$337.50 Y
24608--02-03	Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code: Supplier Notes: 2 HOUR MINIMUM	First Offer - \$337.50	1 / hour	\$337.50 Y
24608--02-04	Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code: Supplier Notes: 2 HOUR MINIMUM	First Offer - \$35.00	1 / hour	\$35.00 Y
24608--02-05	Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code:	First Offer - \$52.50	1 / hour	\$52.50 Y

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		Supplier Notes: 2 HOUR MINIMUM				
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24608--02-06	Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor	Supplier Product Code:	First Offer - \$52.50	1 / hour	\$52.50	Y
		Supplier Notes: 2 HOUR MINIMUM				

24608--02-07	Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Service Calls	Supplier Product Code:	First Offer - \$260.00	1 / each	\$260.00	Y
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				Lot Total	\$1,300.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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24608--03-01	Repair, Replacement Parts and Cost for New Units: Contractor Materials	Supplier Product Code:	First Offer - 10.00%	1 / each	10.00%	Y
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				Lot Total	\$0.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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24608--04-01	Bid Questions: Bid Questions	Supplier Product Code: Supplier Notes: YES WE WILL PROVIDE COST DOCUMENTATION UPON REQUEST	First Offer -	1 / each	Y
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24608--04-02	Bid Questions: Bid Questions	Supplier Product Code: Supplier Notes: YES WE ARE WILLING TO STOCK FREQUENTLY USED PARTS	First Offer -	1 / each	Y
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				Lot Total	\$0.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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24608--05-01	Attachments: Bidder's Current W-9	Supplier Product Code:	First Offer -	1 / each	Y	Y
				Lot Total	\$0.00	
				Supplier Total	\$2,600.00	

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Solicitation 24608

Overhead Doors, Repair, Replacement, Parts, Units, and Service

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 24608

Overhead Doors, Repair, Replacement, Parts, Units, and Service

Bid Number **24608**
Bid Title **Overhead Doors, Repair, Replacement, Parts, Units, and Service**
Expected Expenditure **\$100,000.00** (This price is expected - not guaranteed)

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

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

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

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

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

Standard Disclaimer **This site and system is hosted by Oklahoma City through BIDSYNC for use of The City of Oklahoma City and its trusts.**
Certain screens and flags may show the name and/or seal of The City; however, such references do not indicate or change the contracting entity.

Bid Comments **The Expected Expenditure amount of \$100,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

Please do not zip files.

INTENT: To obtain pricing agreements for repair, replacement parts, units, and service for overhead doors City-wide, including controllers, motors, etc. (Please note that the Fire Department maintains separate pricing agreements for their facilities).

Added on May 10, 2023:

This bid will be extended for one week. It will close May 17th, at 10am CDT. The question and answer period will be extended until May 12th at 12pm CDT.

Addendum # 1

Previous End Date	May 10, 2023 10:00:00 AM CDT	New End Date	May 17, 2023 10:00:00 AM CDT
Previous Q & A End Date	May 4, 2023 12:00:00 PM CDT	New Q & A End Date	May 12, 2023 12:00:00 PM CDT

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Item Response Form

Item **24608-01-01 - Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**
Lot Description **Repair service on an as needed basis to overhead doors, motors, controllers, etc.**
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
Technician Field Labor Per Hour

Item **24608-01-02 - Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**
Lot Description **Repair service on an as needed basis to overhead doors, motors, controllers, etc.**
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
Technician Field Labor Overtime Rate Per Hour

Item **24608-01-03 - Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**
Lot Description **Repair service on an as needed basis to overhead doors, motors, controllers, etc.**
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
Technician Field Labor Holiday Rate Per Hour

Item **24608-01-04 - Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**
Lot Description **Repair service on an as needed basis to overhead doors, motors, controllers, etc.**
Quantity **1 hour**
Unit Price
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

Helper Field Labor Rate Per Hour

Item **24608-01-05 - Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**

Lot Description **Repair service on an as needed basis to overhead doors, motors, controllers, etc.**

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

Helper Field Labor Overtime Rate Per Hour

Item **24608-01-06 - Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**

Lot Description **Repair service on an as needed basis to overhead doors, motors, controllers, etc.**

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

Helper Field Labor Holiday Rate Per Hour

Item **24608-01-07 - Repair service on an as needed basis to overhead doors, motors, controllers, etc.: Service Calls**

Lot Description **Repair service on an as needed basis to overhead doors, motors, controllers, etc.**

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

Service Calls

Item **24608-02-01 - Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**

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Lot Description **Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.**
 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
 Technician Field Labor Per Hour

Item **24608-02-02 - Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**
 Lot Description **Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.**
 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
 Technician Field Labor Overtime Rate Per Hour

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Item **24608-02-03 - Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**
 Lot Description **Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.**
 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
 Technician Field Labor Holiday Rate Per Hour

Item **24608-02-04 - Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**
 Lot Description **Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.**
 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

Helper Field Labor Rate Per Hour

Item **24608-02-05 - Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**

Lot Description **Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.**

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

Helper Field Labor Overtime Rate Per Hour

Item **24608-02-06 - Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Labor**

Lot Description **Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.**

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

Helper Field Labor Holiday Rate Per Hour

Item **24608-02-07 - Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.: Service Calls**

Lot Description **Emergency repair or maintenance service on an as needed basis to overhead doors, motors, controllers, etc.**

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

Service Calls

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Item **24608-03-01 - Repair, Replacement Parts and Cost for New Units: Contractor Materials**
 Lot Description **Repair, Replacement Parts and Cost for New Units**
 Quantity **1 each**
 Percentage
 Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A
 Oklahoma City OK 73102
Qty 1

Description

Enter the percentage markup from cost for parts and new units

Item **24608-04-01 - Bid Questions: Bid Questions**
 Lot Description **Bid Questions**
 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

Is your company willing to allow the City to verify departments are receiving the correct bid price by providing documentation of your cost for parts and new units upon request? Please enter Yes or No in the Buyer Note field.

Item **24608-04-02 - Bid Questions: Bid Questions**
 Lot Description **Bid Questions**
 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

Is your company willing to stock frequently used parts when needed by departments? Please enter Yes or No in the Buyer Note field.

Item **24608-05-01 - Attachments: Bidder's Current W-9**
 Lot Description **Attachments**
 Quantity **1 each**
 Prices are not requested for this item.
 Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
 N/A

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Oklahoma City OK 73102

Qty 1

Description

Attach W-9 on the most current IRS form.

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

Discount for Prompt Payment % Days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands of the parties hereto:

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

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

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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

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

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

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NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Witness the hands of the parties hereto:

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

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

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

TO BE COMPLETED BY THE NOTARY:

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

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

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

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

My Commission Number:

[Oklahoma] Type Name of Notary Public

My Commission Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

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

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

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

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

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

Sales Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Billing Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Service Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

After Hours Emergency Number(s)

After Hours Emergency Number(s)

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(Published in *The Journal Record* on April 19, 2023)

NOTICE TO BIDDERS

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

BID24608 Overhead Doors, Repair, Replacement, Parts, Units, and Service

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

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

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

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The City of OKLAHOMA CITY and its Trusts

ELECTRONIC BID PACKET OVERHEAD DOORS, REPAIR, REPLACEMENT, PARTS, UNITS AND SERVICE TABLE OF CONTENTS

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

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

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

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- (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

OVERHEAD DOORS, REPAIR, REPLACEMENT, PARTS, UNITS AND SERVICE

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

INTENT: To obtain pricing agreements for repair, replacement parts, units, and service for overhead doors City-wide, including controllers, motors, etc. (Please note that the Fire Department maintains separate pricing agreements for their facilities).

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.
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:

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- a. Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
 - b. Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
 - c. Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
 - d. Quantities of items awarded under specific and separate pricing agreements/contracts.
 - e. Quantities of items which otherwise are determined to be outside the general scope and intent of this Pricing Agreement/Contract.
4. If requirements for any awarded items do not materialize for the quantity estimated in the applicable price schedule, such failure shall not constitute grounds for equitable adjustment or additional compensation.
 5. There is no obligation to purchase any items from this Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.
 6. The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Pricing Agreements/Contracts are awarded.

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

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

The Contracting Entity shall not be held liable for any damages sustained by any Bidder for delivery of goods or services awarded by Pricing Agreement/Contract unless accompanied by an authorized purchase order or purchasing card reference name and number. Delivery of goods or services to any department of Contracting Entity without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accountspayable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed.

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This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

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

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

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.
4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

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

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

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

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

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

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

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BID SPECIFICATIONS
Other Provisions

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

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

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

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

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

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

Property Damage Liability - Limits shall be carried in the amount of not less than twenty five thousand dollars (\$25,000) to any one person for any single claim for damage to or destruction of property arising out of a single act, accident, or occurrence.

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All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single act, accident, or occurrence.

General Aggregate Limit- In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single act, occurrence or accident.

AUTOMOBILE LIABILITY INSURANCE – The Bidder shall maintain automobile insurance coverage in, at a minimum, the amounts required by Oklahoma law as to the ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles and equipment when said vehicles or equipment is utilized to meet the requirements of this contract.

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an “occurrence” insurance coverage or policy. If any insurance is written in a “claims made” form, the Bidder shall also provide tail coverage that extends a minimum of two years from the expiration of the Pricing Agreement/Contract. Unless stated otherwise above, all policies must be fully insured with any single deductible not exceeding \$25,000. Bidder or Bidder’s insurance company must provide Contracting Entity at least thirty (30) days’ prior written notice of any cancellation or material coverage change in their policies. **The Contracting Entity shall be listed as a Certificate Holder. This Pricing Agreement/Contract requires that Contracting Entity, including The City of Oklahoma City and its participating public trusts to this Contract/Agreement whether named herein or by reference only, be named as additional insured on the Bidder’s insurance policies, except Worker’s Compensation and Employer’s Liability Insurance, to the full limits of the policies and consistent with the same coverages available to the named insured. Any blanket additional insured endorsement which limits coverages to any Contracting Entity is not compliant with this Pricing Agreement/Contract and shall be considered a breach. Contracting Entity must be provided with a Certificate of Insurance or Endorsement evidencing Contracting Entity’s additional insured status prior to contract award. The policy description shall state the following: “Additional insured(s) on the listed policies are those required in the contract.”**

Unless otherwise approved by the Contracting Entity prior to contract award, self-insured retentions will not be accepted unless accompanied by a bond or irrevocable letter of credit guaranteeing payment of the losses, related investigations, claim administration, and defense expenses not otherwise covered by the Bidder’s self-insured retention.

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

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

- Private, non-business, contacts with the Contracting Entity by the Bidder’s employees acting in their personal capacity
- Business contacts outside of this solicitation that the Contracting Entity may have with the Bidder
- Presentations and/or responses to inquiries initiated by the Contracting Entity
- Pre-bid or pre-proposal conferences
- Discussions with The City Procurement Agent, buyer or departmental contact as outlined in the bid packet

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

ESCALATION/DE-ESCALATION: Bidder may request a price increase or decrease if the Bidder shows satisfactory proof to the Contracting Entity that a price change is justified and beyond the scope of the Bidder’s control. It is understood that any percentage or discount offered to the Contracting Entity will remain firm for the duration of the Pricing Agreement/Contract. However, within 10 days of any approved changes in the price list(s) bid, Bidder may furnish the Procurement Services Division three copies of the new price list(s). New price list(s) will be considered effective the date shown on the price list(s), or 10 days from the date price list(s) are received in the Procurement Services Division, whichever is later. The three copies of the changed price list/catalog may be mailed, e-mailed or hand delivered to:

The City of Oklahoma City
 Procurement Services Division
 Attn: Monica Hardesty, Senior Buyer
 100 North Walker, 2nd Floor
 Oklahoma City, OK 73102
Monica.Hardesty@okc.gov

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BID SPECIFICATIONS
Technical Provisions

INTENT: To obtain pricing agreements for repair, replacement parts, units, and service for overhead doors City-wide, including controllers, motors, etc. (Please note that the Fire Department maintains separate pricing agreements for their facilities).

**A. REPAIR SERVICE ON AN AS NEEDED BASIS TO
OVERHEAD DOORS, MOTORS, CONTROLLERS, ETC:**

1. Repair Service for overhead doors, etc. shall be provided at the request of the department during normal working hours. It is estimated there are approximately 35 City and Trust locations.
2. Contractors shall maintain a reasonable stock of replacement parts in inventory that may be necessary to repair equipment.
3. Contractors shall provide all labor and equipment needed to perform services as provided for under this contract.
4. Upon request by the responsible department, Contractors will be required to evaluate all damaged overhead doors, etc. located in various City-owned facilities when requested by a department representative. Contractors shall submit a written estimate of repairs, which shall indicate all costs to bring the overhead door(s) in question up to normal operation. Any repairs agreed upon will be performed by the Contractor and will be paid for by the department. Repairs will be performed at the prevailing rate as specified in the bid.

**B. EMERGENCY REPAIR SERVICE ON AN AS NEEDED BASIS TO
OVERHEAD DOORS, MOTORS, CONTROLLERS, ETC.**

1. Emergency Service for overhead doors, after normal working hours, weekends and holidays etc. shall be provided 24 hours per day, 365 days per year for any service problems that occur due to equipment failure.

C. Equipment Rental

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

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

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

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(Internal use only)	
PeopleSoft Vendor ID: _____	Entered by: ____
Helpdesk Ticket #: _____	Date: _____

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

VENDOR REGISTRATION FORM

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

Select One:

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

SDBE Program: Please select all applicable vendor characteristics:

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

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

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

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

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

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

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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Question and Answers for Bid #24608 - Overhead Doors, Repair, Replacement, Parts, Units, and Service

Overall Bid Questions

There are no questions associated with this bid.

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