

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

21st day of June, 2022.

ATTEST:

Amy K. Simpson
CITY CLERK



[Signature]
Vice MAYOR

Reviewed for form and legality.

Carol Annett
ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Industrial truck equipment**

**BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION
STATEMENT**

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

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

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

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

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

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

Industrial Truck Equipment Inc. SCS

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

WITNESSETH:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands of the parties hereto:

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

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

larry rose

Type Name of Authorized Agent

owner

Title of Authorized Agent

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

Company Name and Address

73179

Zip Code

405-520-5438

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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(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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ANTI/NON-COLLUSION AFFIDAVIT

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

The undersigned individual further states that the Bidder has not been a party to any collusion: among bidders in restraint of freedom of competition, by any agreement to bid at a fixed price or to refrain from bidding; or with any City/Trust official, City/Trust employee or City/Trust agent as to the quantity, quality, or price in the prospective Pricing Agreement/Contract, or any other terms of the said prospective Pricing Agreement/Contract; or in any discussions between the 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 a Pricing Agreement/Contract. The 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 Pricing Agreement/Contract pursuant to this Bid.

Witness the hands of the parties hereto:

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

→ THIS FORM TO BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ←

Dwight Anderson Sales Manager
Type Name of Authorized Agent Title
Signature Dwight Anderson
Industrial Truck Equipment, Inc
Company Name
PO Box 270724 Oklahoma City, OK 73137
Address Zip Code
Phone: 405-688-6100 Fax: 405-688-6102
Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

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

SS.



Signed and sworn to before me on this 27 day of May, 2022 by Dwight Anderson
[Day] [Month] [Year] [Print the name of the individual who signed above.]

My Commission Number: 21014096
[Oklahoma]

Susan Anderson
Type Name of Notary Public

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

Susan Anderson
Signature of Notary Public

(45 Okla. Stat. 2011 §119)

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LETTER OF AUTHORIZATION

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

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

City of Oklahoma City or related Public Trust:

This letter authorizes Dwight Anderson to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of Industrial Truck Equipment, Inc
Company Name

Sincerely,

L. Rose
Signature of Authorized Agent

OWNER
Print Title

5/31/2022
Date

Larry Rose
Print Name

Email Address: larry@iteok.com

Title: (must be checked)

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

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

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Supplier: Industrial truck equipment

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 ← ←

Dwight Anderson

Type Name of Authorized Agent/Representative

Industrial Truck Equipment, Inc

Company Name

3400 South Thomas Road Okc, OK

Address

405-688-6100

Telephone Number and Fax Number, if any

Owner

Title

73179

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

Oklahoma

)

) SSS

County of *

Oklahoma

)

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

Signed and sworn to before **7** day of **May**, **2022** by **Larry Rose**
me on this
[Day] [Month] [Year] [Print the name of the
agent/representative who signed
above.]

My Commission Number: **09009913**
[Oklahoma]
My Commission Expires: **12/07/22**
[Date/Year]

Larry Rose
Type Name of Notary Public

[49 Okla. Stat. 2011 §119]

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

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

05/27/2022

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

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

PRODUCER Wesco Insurance Agency 420 Maple P.O. Box 850300 Yukon OK 73085-0300	CONTACT NAME: Renee Green PHONE (A/C, No, Ext): (405) 354-5201 E-MAIL ADDRESS: rgreen@wescoinsurance.com FAX (A/C, No): (405) 350-6829
INSURED Industrial Truck Equipment, Inc PO Box 270724 Oklahoma City OK 73137	INSURER(S) AFFORDING COVERAGE INSURER A: National American Ins. Co. INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 22-23 COI**REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		MP22210335	03/20/2022	03/20/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			MP22210335	03/20/2022	03/20/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED RETENTION \$			MB59270235	03/20/2022	03/20/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N <input type="checkbox"/>	N / A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Garage Keepers			MP22210335	03/20/2022	03/20/2023	Legal Liability \$1,000,000

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

Certificate holder is listed as an additional insured with regard to the general liability policy.

CERTIFICATE HOLDER**CANCELLATION**City of Oklahoma City
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

© 1988-2015 ACORD CORPORATION. All rights reserved.

Additional Named Insureds

Other Named Insureds

I.T.E. Truck Sales	Doing Business As, Insured Multiple Names
R & S Holdings, LLC	Limited Liability Company, Insured Multiple Names

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

5/31/2022

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

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

PRODUCER INSURICA - Oklahoma City 5100 N. Classen Blvd, #300 Oklahoma City, OK 73118	CONTACT NAME: Tara Tinney, ARM, CRIS, ERIS	
	PHONE (A/C, No, Ext): (405) 556-2273	FAX (A/C, No): (405) 556-2332
	E-MAIL ADDRESS: Tara.Tinney@INSURICA.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : American Liberty Insurance Company	12200
INSURED Industrial Truck Equipment, Inc P O Box 270724 Oklahoma City, OK 73137	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

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
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$
	<input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence) \$
							MED EXP (Any one person) \$
							PERSONAL & ADV INJURY \$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						PRODUCTS - COMP/OP AGG \$
	OTHER:						\$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
							\$
	UMBRELLA LIAB <input type="checkbox"/> OCCUR						EACH OCCURRENCE \$
	EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE \$
	DED <input type="checkbox"/> RETENTION \$						\$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WCN-35008864-222	3/20/2022	3/20/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y / N <input type="checkbox"/> N / A						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Evince of Insurance for the City of Oklahoma City

CERTIFICATE HOLDER

CANCELLATION

City of Oklahoma City 100 N Walker, Ste 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

Supplier: Industrial truck equipment**BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID****SUPPLIER CONTACT INFORMATION**

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

Sales Contact:Company Name: **Industrial Truck Equipment, Inc.**Address: **3400 S. Thomas Road Okc, Okla**Contact Person: **Dwight Anderson**Email Address: **dwight**Telephone
Number: **405-688-6100**Fax Number: **405-688-6102****Billing Contact:**Company Name: **Industrial Truck Equipment, Inc.**Address: **3400 S. Thomas Road Okc, Ok**Contact Person: **Dwight Anderson**Email Address: **dwight@iteok.com**Telephone
Number: **405-688-6100**Fax Number: **405-688-6102****Service Contact:**Company Name: **Same**

Address:

Contact Person: **Larry Rose**Email Address: **dwight@iteok.com**Telephone Number: **405-520-5438**Fax Number: **same**After Hours Emergency Number(s) **405-688-6100**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s) **ite**C
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Industrial truck equipment

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

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

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
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23802--01-01	Delivery: Delivery	Supplier Product Code:	First Offer -	1 / day		Y
		Supplier Notes: NA				

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
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23802--02-01	Website: Website/Electronic Catalog	Supplier Product Code:	First Offer - 40.00%	1 / each	40.00%	Y
		Supplier Notes: 40% off ITE List				

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Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
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23802--03-01	W-9; W-9	Supplier Product Code:	First Offer -	1 / each		Y	Y
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Supplier Notes: c

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
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23802--04-01	Cars, Trucks, Vans to 1 Ton: Body Repair Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y	
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23802--04-02	Cars, Trucks, Vans to 1 Ton: Body Supplies	Supplier Product Code:	First Offer - \$48.00	1 / fee	\$48.00	Y	
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Supplier Notes: Supplies
are billed at \$48 per labor
hour

23802--04-03	Cars, Trucks, Vans to 1 Ton: Paint Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--04-04	Cars, Trucks, Vans to 1 Ton: Frame/Structural Labor Rate	Supplier Product Code:	First Offer - \$115.00	1 / hour	\$115.00	Y
23802--04-05	Cars, Trucks, Vans to 1 Ton: Mechanical/Electrical Labor Rate	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--04-06	Cars, Trucks, Vans to 1 Ton: Paint Materials Rate or Flat Charge	Supplier Product Code: Supplier Notes: Billed at \$48 per labor hour	First Offer - \$48.00	1 / fee	\$48.00	Y
23802--04-07	Cars, Trucks, Vans to 1 Ton: Front End Alignment Rate	Supplier Product Code: Supplier Notes: Sublet, cost plus 20%	First Offer - \$1.00	1 / fee	\$1.00	Y
23802--04-08	Cars, Trucks, Vans to 1 Ton: Windshield Repair Rate	Supplier Product Code: Supplier Notes: Sublet, cost plus 20%	First Offer - \$1.00	1 / fee	\$1.00	Y
23802--04-09	Cars, Trucks, Vans to 1 Ton: Price List	Supplier Product Code: Supplier Notes: No Bid. I do not sell cars, trucks, vans. Only the parts that are mounted/installed	First Offer - 1.00%	1 / each	1.00%	Y
23802--04-10	Cars, Trucks, Vans to 1 Ton: Other Services/Rates	Supplier Product Code:	First Offer - \$85.00	1 / fee	\$85.00	Y

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23802--04-11	Cars, Trucks, Vans to 1 Ton: Third Party Buy Outs - Parts	Supplier Product Code:	First Offer - 22.00%	1 / each	22.00%	Y
23802--04-12	Cars, Trucks, Vans to 1 Ton: Third Party Buy Outs - Repair Services	Supplier Product Code:1	First Offer - 22.00%	1 / each	22.00%	Y
Lot Total					\$553.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
23802--05-01	Trucks, Vans over 1 Ton: Body Repair Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--05-02	Trucks, Vans over 1 Ton: Body Supplies	Supplier Product Code: Supplier Notes: Billed at \$48 per labor hour	First Offer - \$48.00	1 / fee	\$48.00	Y
23802--05-03	Trucks, Vans over 1 Ton: Paint Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--05-04	Trucks, Vans over 1 Ton: Frame/Structural Labor Rate	Supplier Product Code:	First Offer - \$149.00	1 / hour	\$149.00	Y
23802--05-05	Trucks, Vans over 1 Ton: Mechanical/Electrical Labor Rate	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--05-06	Trucks, Vans over 1 Ton: Paint Materials Rate or Flat Charge	Supplier Product Code: Supplier Notes: Billed at \$48 per labor hour	First Offer - \$48.00	1 / fee	\$48.00	Y
23802--05-07	Trucks, Vans over 1 Ton: Front End Alignment Rate	Supplier Product Code: Supplier Notes: Sublet Cost plus 22%	First Offer - \$1.00	1 / fee	\$1.00	Y

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23802--05-08	Trucks, Vans over 1 Ton: Windshield Repair Rate	Supplier Product Code:	First Offer - \$1.00	1 / fee	\$1.00	Y
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Supplier Notes:
Sublet, cost plus 22%

23802--05-09	Trucks, Vans over 1 Ton: Price List	Supplier Product Code:	First Offer - 1.00%	1 / each	1.00%	Y
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Supplier Notes:
We do not sell
Trucks/Vans

23802--05-10	Trucks, Vans over 1 Ton: Other Services/Rates	Supplier Product Code:	First Offer - \$85.00	1 / fee	\$85.00	Y
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23802--05-11	Trucks, Vans over 1 Ton: Third Party Buy Outs - Parts	Supplier Product Code:	First Offer - 22.00%	1 / each	22.00%	Y
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Supplier Notes:
Cost plus 20%

23802--05-12	Trucks, Vans over 1 Ton: Third Party Buy Outs - Repair Services	Supplier Product Code:	First Offer - 22.00%	1 / each	22.00%	Y
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Supplier Notes:
Cost plus 22%

Lot Total **\$587.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
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23802--06-01	Sanitation Trucks: Chassis Repair Labor Rate	Supplier Product Code:	First Offer - \$1.00	1 / hour	\$1.00	Y
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Supplier Notes:

No Bid

23802--06-02	Sanitation Trucks: Refuse Body Repair Labor Rate	Supplier Product Code:	First Offer - \$1.00	1 / hour	\$1.00	Y
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Supplier Notes:
No Bid

23802--06-03	Sanitation Trucks: Chassis/Body Supplies	Supplier Product Code:	First Offer - \$1.00	1 / fee	\$1.00	Y
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Supplier Notes:
No Bid

23802--06-04	Sanitation Trucks: Paint Labor Rate	Supplier Product Code:	First Offer - \$1.00	1 / hour	\$1.00	Y
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Supplier Notes:
No Bid

23802--06-05	Sanitation Trucks: Frame/Structural Labor Rate	Supplier Product Code:	First Offer - \$1.00	1 / hour	\$1.00	Y
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Supplier Notes:
No Bid

23802--06-06	Sanitation Trucks: Mechanical/Electrical Labor Rate	Supplier Product Code:	First Offer - \$1.00	1 / hour	\$1.00	Y
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Supplier Notes:
No Bid

23802--06-07	Sanitation Trucks: Paint Materials Rate or Flat Charge	Supplier Product Code:	First Offer - \$1.00	1 / fee	\$1.00	Y
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Supplier Notes:

No Bid

23802--06-08	Sanitation Trucks: Front End Alignment Rate	Supplier Product Code:	First Offer - \$1.00	1 / fee	\$1.00	Y
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Supplier Notes:

No Bid

23802--06-09	Sanitation Trucks: Windshield Repair Rate	Supplier Product Code:	First Offer - \$1.00	1 / fee	\$1.00	Y
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Supplier Notes:

No Bid

Lot Total **\$9.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
23802--07-01	Specialty Vehicles: Body Repair Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--07-02	Specialty Vehicles: Body Supplies	Supplier Product Code: Supplier Notes: Billed at \$48 per labor hour	First Offer - \$48.00	1 / fee	\$48.00	Y
23802--07-03	Specialty Vehicles: Paint Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--07-04	Specialty Vehicles: Frame/Structural Labor Rate	Supplier Product Code:	First Offer - \$149.00	1 / hour	\$149.00	Y
23802--07-05	Specialty Vehicles: Mechanical/Electrical Labor Rate	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y

23802--07-06	Specialty Vehicles: Paint Materials	Supplier Product Code:	First Offer - \$48.00	1 / fee	\$48.00	Y
		Supplier Notes: Billed at \$48 per labor hour				
23802--07-07	Specialty Vehicles: Front End Alignment Rate	Supplier Product Code:	First Offer - \$1.00	1 / fee	\$1.00	Y
		Supplier Notes: Sublet cost plus 22%				
23802--07-08	Specialty Vehicles: Windshield Repair Rate	Supplier Product Code:	First Offer - \$1.00	1 / fee	\$1.00	Y
		Supplier Notes: Sublet cost plus 22%				
23802--07-09	Specialty Vehicles: Price List	Supplier Product Code:	First Offer - 1.00%	1 / each	1.00%	Y
		Supplier Notes: We do not sell vehicles				
23802--07-10	Specialty Vehicles: Other Services/Rates	Supplier Product Code:	First Offer - \$85.00	1 / fee	\$85.00	Y
23802--07-11	Specialty Vehicles: Third Party Buy Outs - Parts	Supplier Product Code:	First Offer - 22.00%	1 / each	22.00%	Y
		Supplier Notes: Cost plus 22%				
23802--07-12	Specialty Vehicles: Third Party	Supplier Product Code:	First Offer - 22.00%	1 / each	22.00%	Y

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Buy Outs - Repair Services

Code:**Supplier Notes:**

Cost plus 22%

Lot Total						\$587.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch. Docs
23802--08-01	Miscellaneous Heavy Equipment: Body Repair Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--08-02	Miscellaneous Heavy Equipment: Body Supplies	Supplier Product Code: Supplier Notes: Billed out at \$48 per labor hour	First Offer - \$48.00	1 / fee	\$48.00	Y
23802--08-03	Miscellaneous Heavy Equipment: Paint Labor	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--08-04	Miscellaneous Heavy Equipment: Frame/Structural Labor Rate	Supplier Product Code:	First Offer - \$149.00	1 / hour	\$149.00	Y
23802--08-05	Miscellaneous Heavy Equipment: Mechanical/Electrical Labor Rate	Supplier Product Code:	First Offer - \$85.00	1 / hour	\$85.00	Y
23802--08-06	Miscellaneous Heavy Equipment: Paint Materials Rate or Flat Charge	Supplier Product Code: Supplier Notes: Billed at \$48 per billable labor hour	First Offer - \$48.00	1 / fee	\$48.00	Y
23802--08-07	Miscellaneous Heavy Equipment: Front End Alignment Rate	Supplier Product Code: Supplier Notes: Sublet cost plus	First Offer - \$1.00	1 / fee	\$1.00	Y

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22%

23802--08-08	Miscellaneous Heavy Equipment: Windshield Repair Rate	Supplier Product Code: Supplier Notes: Sublet, cost plus 22%	First Offer - \$1.00	1 / fee	\$1.00	Y
23802--08-09	Miscellaneous Heavy Equipment: Price List	Supplier Product Code: Supplier Notes: 40% off ITE list price	First Offer - 40.00%	1 / each	40.00%	Y
23802--08-10	Miscellaneous Heavy Equipment: Other Services/Rates	Supplier Product Code:	First Offer - \$85.00	1 / fee	\$85.00	Y
23802--08-11	Miscellaneous Heavy Equipment: Third Party Buy Outs - Parts	Supplier Product Code: Supplier Notes: Cost plus	First Offer - 22.00%	1 / each	22.00%	Y
23802--08-12	Miscellaneous Heavy Equipment: Third Party Buy Outs - Repair Services	Supplier Product Code: Supplier Notes: Cost plus 22%	First Offer - 22.00%	1 / each	22.00%	Y
23802--08-13	Miscellaneous Heavy Equipment: Types and Brands of Heavy Equipment	Supplier Product Code: Supplier Notes: Truck Mounted	First Offer -	1 / each		Y

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Cranes:
Venturo, Stellar,
Stahl, Liftmore

Lot Total **\$587.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Total Price	Attch.	Docs
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23802--09-01	Buy-Back Exchange Policy: Buy-Back/Trade-In of Repair Parts	Supplier Product Code: Supplier Notes: NA	First Offer -	1 / each			Y
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Lot Total **\$0.00**

Supplier Total **\$2,323.00**

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Supplier: **Industrial truck equipment**

Collision Repair of Vehicles and Various Types of Heavy Equipment COMPLIANCE QUESTIONNAIRE

1. Client References: List at least three references of clients with whom repair service has been performed that are similar to the intent of these specifications.

Company Name: **Okc Fire Dept**

Address: **Portland Maintenance Center**

Phone: **4052971305** Fax: E-mail: **brent.pierce@okc.gov**

Contact Person Name : **Brent Pierce** Title: **Asset Manager**

Does this reference include repairs to Fire Apparatuses of up to 3/16" extruded aluminum? Yes ☒ No ☐

Company Name: **EMSA**

Address: **6205 S Sooner Rd**

Phone: **4052977100** Fax: E-mail: **brian.bottom@emsa.net**

Contact Person Name : **Brian Bottoms** Title: **Mgr**

Does this reference include repairs to Fire Apparatuses of up to 3/16" extruded aluminum? Yes ☐ No ☐

Company Name: **Kirby-Smith Machinery**

Address: **6715 W Reno Ave Okc. Ok.73127**

Phone: **4054957820** Fax: E-mail: **david.baker@kirby-smith.com**

Contact Person Name : **David Baker** Title: **V.P**

Does this reference include repairs to Fire Apparatuses of up to 3/16" extruded aluminum? Yes ☐ No ☐

2. Vehicle/Equipment Storage: Indicate in the space below, the address where such property will be stored, and explain how the property will be secured.

Complete address where property will be stored:	3400 South Thomas Road Okc, Ok
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How will property be secured:	Fencing & Security Cameras
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3. Contact Person: Provide the primary contact person that will assist the Contracting Entity staff with any questions pertaining to this pricing agreement.

Contact Person Name: **Dwight Anderson** Title: **Mgr**

Company Name: **Industrial Truck Equipment**

Address: **3400 S. Thomas Rd Okc OK**

Phone: **405-688-6100** Fax: E-mail: **dwight@iteok.com**

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Solicitation 23802

Collision Repair of Vehicles and Various types of Heavy Equipment

Bid Designation: Public



City of Oklahoma City and its Trusts

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Bid 23802

Collision Repair of Vehicles and Various types of Heavy Equipment

Bid Number **23802**
Bid Title **Collision Repair of Vehicles and Various types of Heavy Equipment**
Expected Expenditure **\$500,000.00**(This price is expected - not guaranteed)

Bid Start Date **Apr 20, 2022 8:03:01 AM CDT**
Bid End Date **May 11, 2022 10:00:00 AM CDT**
Question & Answer
End Date **May 5, 2022 12:00:00 PM CDT**

Bid Contact **Sherry Cochran-Schmees**
Purchasing Analyst
sherry.cochranschmees@okc.gov

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

Bid Contact **Alena Croy**
Purchasing Specialist
alena.croy@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 **To obtain pricing agreements for the General Services Department, Fleet Services Division and various other City of Oklahoma City Departments and Trusts with Bidders who are capable of repairing, rebuilding, and reconditioning City-owned vehicles and other various types of heavy equipment which have been wrecked or otherwise damaged. The Fire Department will also be using this contract; therefore, repairs will also include custom-built fire apparatus. It is anticipated the pricing agreement(s) will be effective on July 1, 2022. The current agreements expire on June 30, 2022.**

The Expected Expenditure amount of \$500,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the specifications 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.

Item Response Form

Item **23802--01-01 - Delivery: Delivery**
Lot Description **Delivery**
Quantity **1 day**

Prices are not requested for this item.

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

Description

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

Item **23802--02-01 - Website: Website/Electronic Catalog**
Lot Description **Website**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

If bidding a website, please provide the link to your website and indicate in the Buyer Note field any special instructions to access the pricing information, or attach an electronic catalog/price list to this line item.

Item **23802--03-01 - W-9: W-9**
Lot Description **W-9**
Quantity **1 each**
Prices are not requested for this item.
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Please attach a current W-9 on the most recent IRS form.

Item **23802--04-01 - Cars, Trucks, Vans to 1 Ton: Body Repair Labor**
Lot Description **Cars, Trucks, Vans to 1 Ton**
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

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Description

Enter the labor rate per hour.

Item	23802--04-02 - Cars, Trucks, Vans to 1 Ton: Body Supplies
Lot Description	Cars, Trucks, Vans to 1 Ton
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter Flat Rate Charge.

Item	23802--04-03 - Cars, Trucks, Vans to 1 Ton: Paint Labor
Lot Description	Cars, Trucks, Vans to 1 Ton
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter Labor Rate.

Item	23802--04-04 - Cars, Trucks, Vans to 1 Ton: Frame/Structural Labor Rate
Lot Description	Cars, Trucks, Vans to 1 Ton
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter Labor Rate.

Item	23802--04-05 - Cars, Trucks, Vans to 1 Ton: Mechanical/Electrical Labor Rate
Lot Description	Cars, Trucks, Vans to 1 Ton
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>

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N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Labor Rate.

Item **23802--04-06 - Cars, Trucks, Vans to 1 Ton: Paint Materials Rate or Flat Charge**
Lot Description **Cars, Trucks, Vans to 1 Ton**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Flat Rate Charge.

Item **23802--04-07 - Cars, Trucks, Vans to 1 Ton: Front End Alignment Rate**
Lot Description **Cars, Trucks, Vans to 1 Ton**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Cost for Alignment.

Item **23802--04-08 - Cars, Trucks, Vans to 1 Ton: Windshield Repair Rate**
Lot Description **Cars, Trucks, Vans to 1 Ton**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Rate for Windshield Repair.

Item **23802--04-09 - Cars, Trucks, Vans to 1 Ton: Price List**
Lot Description **Cars, Trucks, Vans to 1 Ton**
Quantity **1 each**
Percentage

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

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter percentage bid, and Identify type of Price list(s) and effective date of list in the Buyer Note Field.

Item **23802--04-10 - Cars, Trucks, Vans to 1 Ton: Other Services/Rates**Lot Description **Cars, Trucks, Vans to 1 Ton**Quantity **1 fee**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**

Identify any other charges that may be charged at a set fee.

Item **23802--04-11 - Cars, Trucks, Vans to 1 Ton: Third Party Buy Outs - Parts**Lot Description **Cars, Trucks, Vans to 1 Ton**Quantity **1 each**Percentage Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

Item **23802--04-12 - Cars, Trucks, Vans to 1 Ton: Third Party Buy Outs - Repair Services**Lot Description **Cars, Trucks, Vans to 1 Ton**Quantity **1 each**Percentage Delivery Location **City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

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Item **23802--05-01 - Trucks, Vans over 1 Ton: Body Repair Labor**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter the labor rate per hour.

Item **23802--05-02 - Trucks, Vans over 1 Ton: Body Supplies**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Flat Rate Charge.

Item **23802--05-03 - Trucks, Vans over 1 Ton: Paint Labor**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Labor Rate.

Item **23802--05-04 - Trucks, Vans over 1 Ton: Frame/Structural Labor Rate**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Labor Rate.

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Item **23802--05-05 - Trucks, Vans over 1 Ton: Mechanical/Electrical Labor Rate**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Labor Rate.

Item **23802--05-06 - Trucks, Vans over 1 Ton: Paint Materials Rate or Flat Charge**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Flat Rate Charge.

Item **23802--05-07 - Trucks, Vans over 1 Ton: Front End Alignment Rate**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Cost for Alignment.

Item **23802--05-08 - Trucks, Vans over 1 Ton: Windshield Repair Rate**
Lot Description **Trucks, Vans over 1 Ton**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A

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Oklahoma City OK 73102

Qty 1**Description**

Enter Rate for Windshield Repair.

Item	23802--05-09 - Trucks, Vans over 1 Ton: Price List
Lot Description	Trucks, Vans over 1 Ton
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter percentage bid, and Identify type of Price list(s) and effective date of list in the Buyer Note Field.

Item	23802--05-10 - Trucks, Vans over 1 Ton: Other Services/Rates
Lot Description	Trucks, Vans over 1 Ton
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Identify any other charges that may be charged at a set fee.

Item	23802--05-11 - Trucks, Vans over 1 Ton: Third Party Buy Outs - Parts
Lot Description	Trucks, Vans over 1 Ton
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

Item	23802--05-12 - Trucks, Vans over 1 Ton: Third Party Buy Outs - Repair Services
Lot Description	Trucks, Vans over 1 Ton
Quantity	1 each
Percentage	<input type="text"/>

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Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

Item 23802--06-01 - Sanitation Trucks: Chassis Repair Labor Rate**Lot Description Sanitation Trucks****Quantity 1 hour**

Unit Price

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter labor rate per hour.

Item 23802--06-02 - Sanitation Trucks: Refuse Body Repair Labor Rate**Lot Description Sanitation Trucks****Quantity 1 hour**

Unit Price

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter labor rate per hour.

Item 23802--06-03 - Sanitation Trucks: Chassis/Body Supplies**Lot Description Sanitation Trucks****Quantity 1 fee**

Unit Price

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Flat Rate Charge.

Item 23802--06-04 - Sanitation Trucks: Paint Labor RateC
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Lot Description **Sanitation Trucks**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter labor rate per hour.

Item **23802--06-05 - Sanitation Trucks: Frame/Structural Labor Rate**
Lot Description **Sanitation Trucks**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Labor Rate.

Item **23802--06-06 - Sanitation Trucks: Mechanical/Electrical Labor Rate**
Lot Description **Sanitation Trucks**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Labor Rate.

Item **23802--06-07 - Sanitation Trucks: Paint Materials Rate or Flat Charge**
Lot Description **Sanitation Trucks**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Flat Rate Charge.

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Item	23802--06-08 - Sanitation Trucks: Front End Alignment Rate
Lot Description	Sanitation Trucks
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter Cost for Alignment.

Item	23802--06-09 - Sanitation Trucks: Windshield Repair Rate
Lot Description	Sanitation Trucks
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter Rate for Windshield Repair.

Item	23802--07-01 - Specialty Vehicles: Body Repair Labor
Lot Description	Specialty Vehicles
Quantity	1 hour
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter the labor rate per hour.

Item	23802--07-02 - Specialty Vehicles: Body Supplies
Lot Description	Specialty Vehicles
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A

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Oklahoma City OK 73102

Qty 1**Description**

Enter Flat Rate Charge.

Item 23802--07-03 - Specialty Vehicles: Paint Labor**Lot Description Specialty Vehicles****Quantity 1 hour****Unit Price** **Delivery Location City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Labor Rate.

Item 23802--07-04 - Specialty Vehicles: Frame/Structural Labor Rate**Lot Description Specialty Vehicles****Quantity 1 hour****Unit Price** **Delivery Location City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Labor Rate.

Item 23802--07-05 - Specialty Vehicles: Mechanical/Electrical Labor Rate**Lot Description Specialty Vehicles****Quantity 1 hour****Unit Price** **Delivery Location City of Oklahoma City and its Trusts**[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Labor Rate.

Item 23802--07-06 - Specialty Vehicles: Paint Materials**Lot Description Specialty Vehicles****Quantity 1 fee****Unit Price** C
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Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Flat Rate Charge.

Item

23802--07-07 - Specialty Vehicles: Front End Alignment Rate

Lot Description

Specialty Vehicles

Quantity

1 fee

Unit Price

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Cost for Alignment.

Item

23802--07-08 - Specialty Vehicles: Windshield Repair Rate

Lot Description

Specialty Vehicles

Quantity

1 fee

Unit Price

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Rate for Windshield Repair.

Item

23802--07-09 - Specialty Vehicles: Price List

Lot Description

Specialty Vehicles

Quantity

1 each

Percentage

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter percentage bid, and Identify type of Price list(s) and effective date of list in the Buyer Note Field.

Item

23802--07-10 - Specialty Vehicles: Other Services/Rates

Lot Description

Specialty VehiclesC
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Quantity **1 fee**
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

Identify any other charges that may be charged at a set fee.

Item **23802--07-11 - Specialty Vehicles: Third Party Buy Outs - Parts**
Lot Description **Specialty Vehicles**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

Item **23802--07-12 - Specialty Vehicles: Third Party Buy Outs - Repair Services**
Lot Description **Specialty Vehicles**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

Item **23802--08-01 - Miscellaneous Heavy Equipment: Body Repair Labor**
Lot Description **Miscellaneous Heavy Equipment**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter the labor rate per hour.

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Item **23802--08-02 - Miscellaneous Heavy Equipment: Body Supplies**
Lot Description **Miscellaneous Heavy Equipment**
Quantity **1 fee**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Flat Rate Charge.

Item **23802--08-03 - Miscellaneous Heavy Equipment: Paint Labor**
Lot Description **Miscellaneous Heavy Equipment**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Labor Rate.

Item **23802--08-04 - Miscellaneous Heavy Equipment: Frame/Structural Labor Rate**
Lot Description **Miscellaneous Heavy Equipment**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Labor Rate.

Item **23802--08-05 - Miscellaneous Heavy Equipment: Mechanical/Electrical Labor Rate**
Lot Description **Miscellaneous Heavy Equipment**
Quantity **1 hour**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A

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Oklahoma City OK 73102

Qty 1**Description**
Enter Labor Rate.

Item	23802--08-06 - Miscellaneous Heavy Equipment: Paint Materials Rate or Flat Charge
Lot Description	Miscellaneous Heavy Equipment
Quantity	1 fee
Unit Price	<input type="text"/>
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 Flat Rate Charge.

Item	23802--08-07 - Miscellaneous Heavy Equipment: Front End Alignment Rate
Lot Description	Miscellaneous Heavy Equipment
Quantity	1 fee
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts See Bid Packet for Location(s) N/A Oklahoma City OK 73102 Qty 1

Description
Enter Cost for Alignment.

Item	23802--08-08 - Miscellaneous Heavy Equipment: Windshield Repair Rate
Lot Description	Miscellaneous Heavy Equipment
Quantity	1 fee
Unit Price	<input type="text"/>
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 Rate for Windshield Repair.

Item	23802--08-09 - Miscellaneous Heavy Equipment: Price List
Lot Description	Miscellaneous Heavy Equipment
Quantity	1 each
Percentage	<input type="text"/>

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Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter percentage bid, and Identify type of Price list(s) and effective date of list in the Buyer Note Field.

Item

23802--08-10 - Miscellaneous Heavy Equipment: Other Services/Rates

Lot Description

Miscellaneous Heavy Equipment

Quantity

1 fee

Unit Price

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Identify any other charges that may be charged at a set fee.

Item

23802--08-11 - Miscellaneous Heavy Equipment: Third Party Buy Outs - Parts

Lot Description

Miscellaneous Heavy Equipment

Quantity

1 each

Percentage

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

Item

23802--08-12 - Miscellaneous Heavy Equipment: Third Party Buy Outs - Repair Services

Lot Description

Miscellaneous Heavy Equipment

Quantity

1 each

Percentage

Delivery Location

City of Oklahoma City and its TrustsSee Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

If the contracted vendor deems it necessary to apply a markup above actuals on third party invoices, the following percentage markup shall apply:

Item

23802--08-13 - Miscellaneous Heavy Equipment: Types and Brands of Heavy EquipmentC
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Lot Description **Miscellaneous Heavy Equipment**

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

If Bidding this section, list the types and/or brands of heavy equipment your company services.

Item **23802--09-01 - Buy-Back Exchange Policy: Buy-Back/Trade-In of Repair Parts**

Lot Description **Buy-Back Exchange Policy**

Quantity **1 each**

Prices are not requested for this item.

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

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

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(Published in *The Journal Record* on April 20, 2022)

NOTICE TO BIDDERS

Notice is hereby given that the City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 11th day of May, 2022, for the following:

BID23802 – Collision Repair of Vehicles and Various Types of Heavy Equipment

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

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

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

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

**ELECTRONIC BID PACKET
COLLISION REPAIR OF VEHICLES AND VARIOUS TYPES OF HEAVY EQUIPMENT
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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

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

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

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

8. PAYMENTS AND DISCOUNTS:

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

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

10. DELIVERY:

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

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

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

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

14. TERMINATION:

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

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

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

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

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

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

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

COLLISION REPAIR OF VEHICLES AND VARIOUS TYPES OF HEAVY EQUIPMENT

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BID SPECIFICATIONS
COLLISION REPAIR OF VEHICLES AND VARIOUS TYPES
OF HEAVY EQUIPMENT
Instructions to Bidders

INTENT: To obtain pricing agreements for the General Services Department, Fleet Services Division and various other City of Oklahoma City Departments and Trusts with Bidders who are capable of repairing, rebuilding, and reconditioning City-owned vehicles and other various types of heavy equipment which have been wrecked or otherwise damaged. The Fire Department will also be using this contract; therefore, repairs will also include custom-built fire apparatus. It is anticipated the pricing agreement(s) will be effective on July 1, 2022. The current agreements expire on June 30, 2022.

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

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

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

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

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

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

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder

prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

2. Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional one-year period.
3. Should the Contracting Entity exercise this option for renewal, the Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Pricing Agreement/Contract, including any renewals, shall not exceed three years without approval of the Contracting Entity.
4. In all cases Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

DELIVERY: Bidders shall specify their proposed delivery times for the requested goods and services in the Line-Item pricing area in the electronic bidding system. If a deadline is specified and no alternative is proposed, the Bidder will have agreed to meet the stated deadline.

INSPECTION AND ACCEPTANCE AT DESTINATION:

1. Final inspection and acceptance shall be at destination. Acceptance will occur after the goods or results of the services have been inspected and when determined by designated competent staff to have met the bid specifications. Delivery does not constitute acceptance.
2. Although source inspection by the Contracting Entity is not anticipated under this Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections when it deems to be appropriate.

F.O.B. DESTINATION:

1. The Bidder shall deliver each item F.O.B. Destination, Oklahoma City, Oklahoma, and to any and all points designated in the bid specifications.
2. Inside delivery is required unless specifically and expressly stated in the bid specifications.

COMMERCIAL PACKAGING: Preservation, packaging, packing, and marking will be in accordance with Bidder's best commercial practice to provide adequate protection against shipping damage. Bidder is required to replace any goods damaged in shipping or delivery.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.

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

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

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

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

PAYMENT/INVOICE:

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

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

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

WARRANTY:

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

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

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

1. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
2. Non-Collusion Affidavit
3. General Instructions and Requirements for Bidders
4. Specifications
5. Oklahoma Open Records Act and Confidential Information

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

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

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

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

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BID SPECIFICATIONS

Other Provisions

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

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

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

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

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

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

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

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal

injury, and all other claims to any one person out of a single act, accident, or occurrence.

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

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

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

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

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

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

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

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

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

The City of Oklahoma City
Procurement Services Division
Attn: Sherry Cochran-Schmees, Purchasing Analyst
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
sherry.cochran-schmees@okc.gov

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

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

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

- C. Current dated manufacturer's State price list(s).
- D. Jobber list.

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

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

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

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

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

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

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

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

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

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

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

DELIVERY OF EMERGENCY REQUIREMENT: The Fleet Services Manager or Chief of Fire Maintenance may require, in case of critical need, a shorter delivery/response time than the normal delivery of two working days or, in cases of reasonable and justified delay, allow an extended delivery/response time on a case-by-case request basis.

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

THIRD PARTY BUY OUTS OF PARTS AND LABOR: Occasionally, the Bidder may be required to buy out parts and/or labor from a third party. In such cases, the Bidder will be responsible to ensure that such parts and/or labor meet quality and workmanship standards and comply with Contracting Entity specifications. When the buy-out will exceed \$500, the Bidder must receive prior approval from the Contracting Entity representative responsible for the project. The buy-out must not individually or in total exceed \$2,500 on a particular invoice or repair. The Bidder must supply documentation verifying the actual cost of the bought-out items by supplying a copy of the third-party invoice and must note on the final invoice as to which items are bought out. If the Bidder deems it necessary to apply a markup above actual on third party invoices, those mark ups are to be listed in the line-item area of the electronic bidding system.

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

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

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

VENDOR'S QUALIFICATIONS: Bidder(s) may be required to demonstrate that they can provide specified parts and services in the quantities and within the time limits required by the Contracting Entity and provide proof that the products they bid meet or exceed "OEM" parts standards.

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BID SPECIFICATIONS

Technical Provisions

INTENT: To obtain pricing agreements for the General Services Department, Fleet Services Division and various other City of Oklahoma City Departments and Trusts with Bidders who are capable of repairing, rebuilding, and reconditioning City-owned vehicles and other various types of heavy equipment which have been wrecked or otherwise damaged. The Fire Department will also be using this contract; therefore, repairs will also include custom-built fire apparatus.

SCOPE OF SERVICES: The type of services the Contracting Entity expects to obtain under this pricing agreement will include, but not be limited to; body repair, frame straightening, mechanical services (transmission, engine, drive line, etc.), glass replacement, re-upholstering and repair, painting, suspension repair and alignment, and restoration of all City markings, wraps and graphics as part of the repair process. It is the responsibility of the successful Bidders(s) to ensure that all vehicles and/or heavy equipment which have been repaired for wreck or damage be returned to service in a clean, mechanically safe and sound condition. All Bidders will pick up drivable vehicles to accomplish repairs and return them after repairs are completed.

WORK PRIORITY: The Bidder shall schedule Contracting Entity vehicles and/or heavy equipment for repair on a priority basis. Police and other emergency vehicles will, always, be accorded the highest priority. Upon receipt of a wrecked Contracting Entity vehicle and/or heavy equipment, the vendor must provide a written approximation of down time for the vehicle and/or heavy equipment to be repaired. Any return work must also be performed on an equal priority as an initial first-time repair job.

RESPONSIBILITY OF BIDDER(S): The Bidder(s) shall be responsible for providing or obtaining all the necessary services required to rebuild or recondition any vehicle and/or heavy equipment. All invoices and claims for repairs and services performed outside the Bidder's own shop must be the responsibility of the Bidder. The Bidder must re-invoice the Contracting Entity under their company or firm's name for the complete total cost of all work performed. All invoices must clearly show detailed and itemized repair parts, costs, labor hours, rates, and the service performed.

Bidder(s) may, with the coordination/permission of the applicable supervisor, send personnel with the needed tools to the Contracting Entity facility for the completion of task(s). A valid certificate of insurance listing the City of Oklahoma City and its Trusts as additional insureds will be required before any services on Contracting Entity property.

The Contracting Entity shall reserve the right to inspect any or all the outside facilities the Bidder intends to utilize in the repair of the vehicles, prior to pricing agreement award, and during the duration of the pricing agreement, if the need arises. Payment will be made based on the successful vendor's quote under "Third Party Buy Outs of Parts and Labor" detailed in the line-item area of the electronic bidding system.

ESTIMATION: Bidder(s) must provide the Contracting Entity with a complete cost estimate of all repairs and services. The estimate must show labor hours and anticipated repair parts

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required to make needed repairs. The Contracting Entity reserves the right to verify any estimate.

SUPPLEMENTAL REPAIRS: All supplemental repairs not previously listed or identified on the original work estimate must be inspected and approved by applicable City Fleet Maintenance supervisor prior to actual work commencing on the supplemental repairs. Establishment of a pattern by the Bidder(s) for supplementals over the initial job estimate will result in review of the Bidder's pricing agreement. This could result in non-renewal or cancellation of a pricing agreement by the Contracting Entity.

INSPECTION OF VEHICLES/EQUIPMENT: Bidder(s) will be required to inspect Police and general fleet vehicles and equipment at the Central Maintenance Facility located at 3738 SW 15th Street, Oklahoma City, OK 73108, or other designated Contracting Entity facilities. To provide the most efficient return to service of vehicles and equipment, Bidder(s) are requested to:

- Be timely in providing a completed estimate, within 48 hours of notification or request.
- Provide a complete cost estimate of all repairs and services; and
- Provide all labor hours and repair parts required to complete each repair.

PRICE LISTS/ILLUSTRATED CATALOGS:

1. Bidder(s) shall state a percentage discount off their established price list or catalog for each item bid. Bidder(s) must identify the name and date of each price list or catalog they are bidding.
2. Include a website where pricing can be verified. If a website or price list is not included with the bid response, the Bidder(s) may be required to submit the price list page of the item(s) being purchased when requested by Contracting Entity staff or produce a copy of the Bidder's invoice to verify pricing where cost plus percentages are bid.

DISCONTINUED PRODUCTS/SERVICES: Bidders are to notify the Contracting Entity of any discontinued products or services.

REPAIR AND SERVICES: The following repairs and services are to be covered under this pricing agreement. These services must be performed by the Bidder(s) or their designated subcontractors. The repair and services listed are only to provide a general overview of the work to be performed under this pricing agreement. Other repairs and reconditioning may be required.

1. Body Repair Work

- a. Repair of major and minor wrecks.
- b. Reconditioning of equipment.
- c. Dents, scrapes, and scratches removed.
- d. Frame and body components straightened.
- e. Re-priming and painting.
- f. Undercarriage and suspension rebuilt.
- g. Restoration of decals, graphics, wraps and unit markings.

2. Engine and Drive Train

- a. Engine repaired to mechanical sound operating condition.
- b. Transmission repaired as required.
- c. Cooling system repaired, to include heater, defroster, and air conditioning.
- d. Exhaust system repaired.
- e. Drive line, U-joints, and differential repaired.

3. Interior and Trim

- a. Re-upholster as required all seats, headliners, side door panels.
- b. New carpet or vinyl mats as requested.
- c. New gauges or instruments in dash.
- d. Rebuild seat frame and track guides.
- e. Clean out and wash car inside and out.

4. Miscellaneous

- a. Alignment of front end.
- b. Replace all broken and/or cracked glass, mirrors, and lens and remove any broken glass residue.

BID PRICE SCHEDULE

Please indicate bid prices for the below items in the line-item pricing area of the electronic bidding system.

1. CARS, TRUCKS, VANS TO 1 TON

- a. Body Repair Labor Rate
- b. Body Supplies Rate or Flat Charge
- c. Paint Labor Rate
- d. Frame/Structural Labor Rate
- e. Mechanical/Electrical Labor Rate
- f. Paint Materials Rate or Flat Charge
- g. Front End Alignment Rate
- h. Windshield Repair Rate

2. TRUCKS, VANS OVER 1 TON

- a. Body Repair Labor Rate
- b. Body Supplies Rate or Flat Charge
- c. Paint Labor Rate
 - i. Frame/Structural Labor Rate
 - ii. Mechanical/Electrical Labor Rate
 - iii. Paint Materials Rate or Flat Charge
 - iv. Front End Alignment Rate
 - v. Windshield Repair Rate

- 3. **SANITATION TRUCKS:** These trucks are to be repaired per the chassis or refuse bodies manufacture specifications. Sanitation trucks are custom-built vehicles made by Autocar, Mack, or Peterbilt. Freightliner, with Leach, or Labrie refuse bodies. Models

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include: Mack LEU, AutoCar ACX64, Peterbilt 320 & 520, Freightliner M2 & 114 series chassis, with Labrie expert, and Leach 2RIII.

- Chassis Repair Labor Rate
- Refuse Body Repair Labor Rate
- Chassis/Body Supplies Rate or Flat Charge
- Paint Labor Rate
- Frame/Structural Labor Rate
- Mechanical/Electrical Labor Rate
- Paint Materials Rate or Flat Charge
- Front End Alignment Rate
- Windshield Repair Rate

4. SPECIALTY VEHICLES (To include bucket vans, box trucks, fire apparatus*, sanitation trucks**, and other special equipment vehicles.)

*** Fire apparatus to be repaired are constructed of up to 3/16" aluminum. The cabs, bodies, and substructures of all the apparatuses are constructed of extruded aluminum.** These units are custom-built vehicles made by E-One, Spartan, LTI, American LaFrance, Ferrara, and Pierce. Types include: 100'+aerial trucks, 55' boom trucks, tank pumpers, brush pumpers, 95' platforms, and rescue squads

- Body Repair Labor Rate
- Body Supplies Rate or Flat Charge
- Paint Labor Rate
- Frame/Structural Labor Rate
- Mechanical/Electrical Labor Rate
- Paint Materials Rate or Flat Charge
- Front End Alignment Rate
- Windshield Repair Rate

5. MISCELLANEOUS HEAVY EQUIPMENT

- Body Repair Labor Rate
- Body Supplies Rate or Flat Charge
- Paint Labor Rate
- Frame/Structural Labor Rate
- Mechanical/Electrical Labor Rate
- Paint Materials Rate or Flat Charge
- Front End Alignment Rate
- Windshield Repair Rate

If bidding Section **5. MISCELLANEOUS HEAVY EQUIPMENT**, please list the types and/or brands of heavy equipment, your company provides these types of services for, in the comment field of the line-item pricing area of the electronic bidding system.

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This image is an example of where the “Notes for Buyer” field is in Periscope:

A screenshot of the 'Offer' form in the Periscope system. The form has a dark blue header with the word 'Offer' in white. Below the header, on the left, is the text 'VB15075-01-01'. To the right of this is a 'Default Lot:' label followed by a blacked-out box. Below that is a 'Product Code' label followed by a text input field and the word '(optional)' in parentheses. Further down is a 'Notes for Buyer' label followed by a large, empty rectangular text area.

For items A-D above, Bidder must list/identify any other services/rates that may be charged to the Contracting Entity at a set fee. These fees are to be listed in the line-item pricing area of the electronic bidding system. To list more than one fee, Bidders can upload an attachment in Periscope or select the “Alternate Offer” tab in the lower right corner to specify the type of fee and the cost for the item.

This image is an Example of where the “Alternate Offer” tab is in Periscope:

A screenshot of the 'Offer' form in the Periscope system, showing the 'Alternate Offer' tab. The form has a dark blue header with the word 'Offer' in white. Below the header, on the left, is the text 'VB15075-01-01'. To the right of this is a 'Default Lot:' label followed by a blacked-out box. Below that is a 'Product Code' label followed by a text input field and the word '(optional)' in parentheses. Further down is a 'Notes for Buyer' label followed by a large, empty rectangular text area. On the right side of the form, there is a message 'Prices are not requested for this item.' with a 'Save' button below it. Below the message is an 'Attachments' label followed by a link 'Upload Attachment'. At the bottom right of the form, there is a button labeled 'Alternate Offer' which is circled in blue, and a 'Remove' button next to it.

CHARGES: Charges not included in the total cost or specified in this bid document will not be allowable charges when invoicing the City of Oklahoma City. This includes credit card fees, shop fees, mandated fees and other ancillary charges.

VEHICLE/EQUIPMENT STORAGE: Bidder must provide a secure location to store vehicles and/or heavy equipment during the time the equipment is at the Bidder’s shop for repair. **Refer to Compliance Questionnaire.**

PAINT: All paint work shall be of high quality using premium quality name brand paints and materials, and professional workmanship. The paint quality desired shall equal the “original equipment manufacturer’s standards.”

POWER WASHER: This equipment will be washed with a power washer. The finish must be able to withstand a power wash.

COSTS: The Bidder’s response should include the hourly labor rate, discount offered off of repair parts, and any total cost fees which may be charged to the Contracting Entity.

NOTE: Quality of repairs, paint work and performance of the work completed in a timely manner to meet the requirements of the Departments are essential to this pricing agreement. The Contracting Entity shall have the right to terminate the pricing agreement if a Bidder(s) fails to meet the above criteria.

The basis for determining the same are as follows:

- A. The vehicle(s) and/or heavy equipment shall not be required to be sent back to the vendor's shop for correction of unsatisfactory workmanship more than once.
- B. The percentage of vehicles returned to the Bidder's shop for correction of repairs shall not exceed 5% of the total quantity of repairs performed under this pricing agreement in any three-month period.
- C. The delay in delivery or failure to meet the Contracting Entity's requirements in time shall not exceed 5% of the Contracting Entity's total quantity of repairs performed under this pricing agreement in any three-month period.

REFERENCES: Bidder(s) must include at least three references of clients with whom the Bidder has a repair service like the intent of these specifications.

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

COMPLIANCE QUESTIONNAIRE: Bidder must complete the Compliance Questionnaire to be considered for an award.

PRICING: Pricing must be submitted through the Line-Item area of the electronic bidding system. Line-items left blank will be considered a no bid for that line item. Bidder does not have to bid on every item to be considered for an award.

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LETTER OF AUTHORIZATION

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

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

City of Oklahoma City or related Public Trust:

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

Sincerely,

Signature of Authorized Agent

Print Title

Date

Print Name

Email Address: _____

Title: (must be checked)

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

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

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

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Collision Repair of Vehicles and Various Types of Heavy Equipment COMPLIANCE QUESTIONNAIRE

1. Client References: List at least three references of clients with whom repair service has been performed that are similar to the intent of these specifications.

Company Name: <input style="width: 100%;" type="text"/>			
Address: <input style="width: 100%;" type="text"/>			
Phone: <input style="width: 20%;" type="text"/>	Fax: <input style="width: 20%;" type="text"/>	E-mail: <input style="width: 60%;" type="text"/>	
Contact Person Name : <input style="width: 40%;" type="text"/>		Title: <input style="width: 60%;" type="text"/>	
Does this reference include repairs to Fire Apparatuses of up to 3/16" extruded aluminum? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Company Name: <input style="width: 100%;" type="text"/>			
Address: <input style="width: 100%;" type="text"/>			
Phone: <input style="width: 20%;" type="text"/>	Fax: <input style="width: 20%;" type="text"/>	E-mail: <input style="width: 60%;" type="text"/>	
Contact Person Name : <input style="width: 40%;" type="text"/>		Title: <input style="width: 60%;" type="text"/>	
Does this reference include repairs to Fire Apparatuses of up to 3/16" extruded aluminum? Yes <input type="checkbox"/> No <input type="checkbox"/>			
Company Name: <input style="width: 100%;" type="text"/>			
Address: <input style="width: 100%;" type="text"/>			
Phone: <input style="width: 20%;" type="text"/>	Fax: <input style="width: 20%;" type="text"/>	E-mail: <input style="width: 60%;" type="text"/>	
Contact Person Name : <input style="width: 40%;" type="text"/>		Title: <input style="width: 60%;" type="text"/>	
Does this reference include repairs to Fire Apparatuses of up to 3/16" extruded aluminum? Yes <input type="checkbox"/> No <input type="checkbox"/>			

2. Vehicle/Equipment Storage: Indicate in the space below, the address where such property will be stored, and explain how the property will be secured.

Complete address where property will be stored:	<input style="width: 75%;" type="text"/>
How will property be secured:	<input style="width: 75%;" type="text"/>

3. Contact Person: Provide the primary contact person that will assist the Contracting Entity staff with any questions pertaining to this pricing agreement.

Contact Person Name: <input style="width: 40%;" type="text"/>	Title: <input style="width: 40%;" type="text"/>
Company Name: <input style="width: 100%;" type="text"/>	
Address: <input style="width: 100%;" type="text"/>	
Phone: <input style="width: 20%;" type="text"/>	Fax: <input style="width: 20%;" type="text"/>
E-mail: <input style="width: 60%;" type="text"/>	

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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 ← ←

Type Name of Authorized Agent/Representative

Company Name

Address

Telephone Number and Fax Number, if any

Title

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

)

) SSS

County of *

)

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

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

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

[49 Okla. Stat. 2011 §119]

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

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

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

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

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

Sales Contact:

Company Name:
Address:

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

Billing Contact:

Company Name:
Address:

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

Service Contact:

Company Name:
Address:

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

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

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(Internal use only)

PeopleSoft Vendor ID: _____ Entered by: _____

Helpdesk Ticket #: _____ Date: _____

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

VENDOR REGISTRATION FORM

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

Select One:

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

SDBE Program: Please select all applicable vendor characteristics:

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

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

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

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

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

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

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

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

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

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

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Question and Answers for Bid #23802 - Collision Repair of Vehicles and Various types of Heavy Equipment

Overall Bid Questions

There are no questions associated with this bid.

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