



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 bidders proposal any exceptions to these instructions/requirements or specifications must be specified and submitted with the bidder's proposal failure to indicate any exceptions will be regarded as full acceptance of these requirements and instructions.

1. EXAMINATION BY BIDDERS

All bidders must examine the specifications, drawings, schedules, special instructions and these general requirements prior to submitting any bid/pricing agreement/contract. Failure to examine is at the bidder's own risk.

2. SUBMISSION OF FORMS PRIOR TO PRICING AGREEMENT/CONTRACT AWARD

All bids must be completed in ink or typewritten, on the forms provided by the contracting entity prior to contract award. Any erasures or other changes must be initialed by the individual signing the bid. All bids/proposals will not be considered unless the bid/pricing agreement/contract form is signed by the bidder or an authorized agent prior to award. The anti-collusion affidavit must be executed by the bidder/proposer or an authorized representative and notarized. The notarization must contain: [1]the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's commission number (Oklahoma) [6] the notarial seal and [7] comply with all other applicable laws. Failure to properly execute the bid/pricing agreement/contract Form & non-discrimination statement prior to award will result in rejection of the bid.

3. ORIGINAL BID FILED WITH CITY CLERK/SECRETARY

[a] An original of the bid/proposal must be filed with the City Clerk/Secretary in a sealed envelope clearly identified as: "SEALED BID - OPERATION MAINTENANCE MANAGEMENT-WATER AND WASTEWATER TREATMENT FACILITIES." [1] the bid number, [2] description, [3] bid opening date, and [4] the bidder's name and address. All bids must be received by the City Clerk's office before the hour specified on the opening date. Invitations to bid may be viewed on the City's web site at www.cityofyukonok.gov . The specifications and RFP documents may be obtained from the City Clerk's Office. If you have questions, or need additional information, please contact Cheryl Dunn by email cdunn@cityofyukonok.gov or by phone at (405) 354-1895.

4. DESCRIPTIVE TERMS

Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue 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.

5. EXCEPTIONS

Any exceptions [variances] to these instructions or specifications must be submitted along with the bidder's proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, specifications and instructions and will be construed to mean that the bidder proposes to furnish the exact commodity as described in the specifications/requirements.

6. UNIT PRICES

A unit price for each unit bid must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the bid schedule. If an error is made in extension of the price, the unit price shall prevail. Items or 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

[a] The purchase of certain items of equipment and/or materials by the contracting entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. The successful bidder will be furnished an appropriate exemption certificate form by the contracting authority, and will be authorized to have all shipments of construction materials and equipment entering into this contract consigned to the City in care of himself, thereby enabling him to take advantage of the above-mentioned exemption.

[b] Said exemption will not apply to shipments of fuel, lubricants, spare parts or items of construction equipment belonging to the Contractor which will not be incorporated in the proposed project and which will not become the property of the City.

8. PAYMENTS AND DISCOUNTS

[a] Payment for the materials, supplies, or equipment as specified in the pricing agreement/contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made using a purchasing card however, processing fees may not be added.

[b] Late charges cannot be assessed against the City or a Trust.

9. DELIVERY

[a] All prices quoted shall be based on delivery F.O.B. Yukon, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) 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/proposals to be rejected. A successful bidder is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. 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.

11. BID BONDS

If required by the specifications, a bid bond [or a certified check or cashier's check] in the required amount must accompany the bid. This bond may be retained by the contracting entity as liquidated damages should the successful bidder fail to comply with the terms of this bid/proposal. The City Clerk's office may return all bonds or deposits to unsuccessful bidders after the pricing agreement/contract has been awarded.

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. The bid bond or deposit may be returned to the successful bidder upon the posting of the performance bond.

13. PATENTS

The bidder agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the bidder and/or any assistants because or for the use of patented 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 City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented 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 LAW

All bidders 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, U.S.C. 2000d-et seq.

16. SELF-INSURED

The City or Trust is self-insured for its own negligence, subject to the Governmental Tort Claims Act. Title 51 sections 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 vendor records beyond the scope of the pricing agreement/contract.

18. PROPRIETARY INFORMATION

All material submitted to the City becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Bidder fails to identify proprietary information, he agrees that by submission of bid that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Bidders must not identify the entire bid as proprietary.