



BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
THIS FORM MUST BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

INSTRUCTIONS: This document MUST be completed prior to pricing agreement/contract award. Failure to properly execute the signature portion on the bid/pricing agreement/contract form prior to pricing agreement/contract award will result in rejection of your bid. This form 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.

All bids shall include the bid/pricing agreement/contract form, along with all accompanying documents and specifications and be submitted to the City Clerk in a sealed envelope or packet that shall be marked "**SEALED BID - OPERATION MAINTENANCE MANAGEMENT-WATER AND WASTEWATER TREATMENT FACILITIES.**" Bids will be opened at **3:00 p.m.** on the **16th** day of **December, 2010**, in the **City Hall Conference Room, 500 West Main, Yukon, Oklahoma 73099**. All Bid Documents will be posted on the City's web site at www.cityofyukonok.gov.

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between _____ hereinafter referred to as "bidder" and The City of Yukon, a municipal corporation, or a Public Trust hereinafter referred to as the "Contract Entity."

WITNESSETH:

WHEREAS, the governing body of the Contract 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 Contract 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 Contract Entity, the items of material and/or services, specified in the submitted bid proposal, which is attached hereto and made a part of this pricing agreement/contract, or as listed below

_____ Please initial if all bid prices are attached.

2. The Bidder expressly warrants that all articles, material, and/or work covered in this pricing agreement/contract will conform to the specifications attached and 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. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the bidder, upon notice from the Contract Entity, shall promptly correct or replace the same at the bidder's expense. If the bidder shall fail to so do, the Contract 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 Contract 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.

4. The Contract 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 Contract Entity, of the material and/or service[s] above described and upon the filing by the bidder, and approval by the Contract Entity, of a verified claim for the amount due.

5. 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 insure that employees are treated without regard to their race, creed, color, age, national origin, sex, ancestry or disability. Such actions shall include, but not be limited to, the following: employment, promotion, demotion or transfer, recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. The 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 Contract 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



6. 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 Contract Entity. The bidder may be declared by the Contract Entity ineligible for further pricing agreement[s]/contract[s] with the Contract Entity until satisfactory proof of intent to comply is made by the bidder.

7. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods, properly packed, by the Contract Entity.

8. This pricing agreement/contract. specifications 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,

9. 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.

10. 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,

11. 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,

12. This pricing agreement/contract shall be governed by the laws of the State of Oklahoma.

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

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.

WITNESS the hands of the parties hereto:

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Signature of Authorized Individual

Title

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.

Printed Name and Address [Please Print]

Zip Code

Telephone Number, Fax Number and Email Address