

Price Agreement Award

OCWUT00106 Pacific Star Corporation dba LABMAX Equipment & Supplies

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water Utilities Trust this 11TH day of FEBRUARY, 2025.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K Simpson
SECRETARY



Joe Cook
CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City this 25TH day of FEBRUARY, 2025.

ATTEST:

THE CITY OF OKLAHOMA CITY

Amy K Simpson
CITY CLERK



David Holt
MAYOR

REVIEWED for form and legality.

Craig B Keith
Assistant Municipal Counselor

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Supplier: Pacific Star Corporation

**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 **Pacific Star Corporation** 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%** 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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Supplier: Pacific Star Corporation

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 ← ←

Desita Natalia	Sales Associate
Type Name of Authorized Agent/Representative	Title
Pacific Star Corporation	
Company Name	
4350 S. Wayside Dr. 106, Houston, TX	77087
Address	Zip Code
713-527-0889	
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
Texas) SSS
County of *)
Harris	

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

Signed and sworn to before me on this 30day of November, 2023 by Desita Natalia
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 133979195
[Oklahoma]
My Commission Expires: 09/22/2026
[Date/Year]

Beatriz Arenas
Type Name of Notary Public

[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.

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Supplier: Pacific Star Corporation

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: Pacific star corporation
 Address: 4350 S WAYSIDE DR STE
 Contact Person: Desita Natalia Email Address: customer@pfstar.com
 Telephone Number: 7135270889 Fax Number:

Billing Contact:

Company Name: Pacific star corporation
 Address: 4350 S WAYSIDE DR STE
 Contact Person: Pita Email Address: ar@pfstar.com
 Telephone Number: 7135270889 Fax Number:

Service Contact:

Company Name: Pacific star corporation
 Address: 4350 S WAYSIDE DR STE
 Contact Person: Angelica Delgado Email Address: customer@pfstar.com
 Telephone Number: 7135270889 Fax Number:

After Hours Emergency Number(s)
 After Hours Emergency Number(s)
 After Hours Emergency Number(s)
 After Hours Emergency Number(s) customer@pfstar.com

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LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE BIDDER

City of Oklahoma City or related Public Trust:

This letter authorizes Desita Natalia (PRINTED NAME OF AUTHORIZED AGENT)

to sign the attached legally binding document on behalf of Pacific Star Corporation (BIDDING ENTITY)

Sincerely

[Handwritten signature]

Signature of Authorizing Officer

President

Printed Title

1/21/2025

Date

Daud Hadi

Printed Name of Authorizing Officer

customer@pfstar.com

Email Address of Authorizing Officer

NOTE: If the Bidding Entity is a(n): Corporation LLC Partnership Joint Venture The authorizing officer must be: President, Vice-President, Chairperson, or Vice-Chairperson The authorizing officer must be: Manager, Managing Member, President, or Vice-President The authorizing officer must be: General Partner The authorizing officer must be: An Authorized Officer of Each of the Ventures

OCWUT00106

Solicitation OCWUT 03-25

Laboratory Chemicals, Supplies, and Accessories

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid OCWUT 03-25 Laboratory Chemicals, Supplies, and Accessories

Bid Number **OCWUT 03-25**
Bid Title **Laboratory Chemicals, Supplies, and Accessories**

Bid Start Date **In Held**
Bid End Date **Nov 6, 2024 10:00:00 AM CST**
Question & Answer
End Date **Oct 18, 2024 10:00:00 AM CDT**

Bid Contact **Mark Keesee**
405-297-2765
mark.keesee@okc.gov

Bid Contact **City Clerk**
405-297-2391
cityclerk@okc.gov

Bid Contact **Rebecca Cavnar**
405-297-1525
rebecca.cavnar@okc.gov

Bid Contact **Stephen Krausnick**
405-297-2746
stephen.krausnick@okc.gov

Bid Contact **Annette Hamm**
405-297-3802
annette.hamm@okc.gov

Bid Contact **Tasha Dewitt**
405-297-1247
tasha.dewitt@okc.gov

Contract Duration **5 years**
Contract Renewal **1 annual renewal**
Prices Good for **30 days**

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 **This bid is for Laboratory Chemicals and Supplies and accessories for the Oklahoma City Water Utilities Trust**

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(OCWUT).

Item Response Form

Item **OCWUT 03-25--01-01 - Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards: Including Chemicals, Reagents and Standards**

Lot Description **Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards**

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
Enter catalog name and date of catalog for this item in the Buyer Note field.

Item **OCWUT 03-25--01-02 - Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards: Including Chemicals, Reagents and Standards**

Lot Description **Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards**

Quantity **1 each**

Percentage

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

Description
Enter Price List Less percent for this item. Bidder must attach a catalog, price list or website showing pricing for these items in the Buyer Note field.

Item **OCWUT 03-25--01-03 - Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards: Including Chemicals, Reagents and Standards**

Lot Description **Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards**

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
Enter specific brand name(s) for additional discounts other than catalog

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Item **OCWUT 03-25--01-04 - Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards: Including Chemicals, Reagents and Standards**

Lot Description **Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards**

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 the number of days for Delivery for this item in the Buyer Note field.

Item **OCWUT 03-25--01-05 - Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards: Including Chemicals, Reagents and Standards**

Lot Description **Group 01, Bacteriological Chemicals, Media, Reagents and Standards to include Chemicals, Reagents and Standards**

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
Enter website address for this item in the Buyer Note field

Item **OCWUT 03-25--02-01 - Group 02, ECD Wipe Test: ECD Wipe Test**

Lot Description **Group 02, ECD Wipe Test**

Quantity **1 each**

Percentage

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

Description
Enter Price List Less percent for this item. Bidder must attach a catalog, price list or website showing pricing for these items in the Buyer Note field.

Item **OCWUT 03-25--03-01 - Group 03, General Lab Consumables not listed: GCMS, MS, ICPMS**

Lot Description **Group 03, General Lab Consumables not listed**

Quantity **1 each**

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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 Price List Less percent for this item. Bidder must attach a catalog, price list or website showing pricing for these items in the Buyer Note field.

Item **OCWUT 03-25-03-02 - Group 03, General Lab Consumables not listed: IC, TOC, DOC**
Lot Description **Group 03, General Lab Consumables not listed**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Price List Less percent for this item. Bidder must attach a catalog, price list or website showing pricing for these items in the Buyer Note field.

Item **OCWUT 03-25-04-01 - Group 04, Industrial Hygiene and Safety Supplies: Industrial Hygiene and Safety Supplies**
Lot Description **Group 04, Industrial Hygiene and Safety Supplies**
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

Enter catalog name and date of catalog for this item in the Buyer Note field.

Item **OCWUT 03-25-04-02 - Group 04, Industrial Hygiene and Safety Supplies: Industrial Hygiene and Safety Supplies**
Lot Description **Group 04, Industrial Hygiene and Safety Supplies**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Price List Less percent for this item. Bidder must attach a catalog, price list or website showing pricing for these items in the Buyer Note field.

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Item **OCWUT 03-25-04-03 - Group 04, Industrial Hygiene and Safety Supplies: Industrial Hygiene and Safety Supplies**

Lot Description **Group 04, Industrial Hygiene and Safety Supplies**

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

Enter specific brand name(s) for additional discounts other than catalog

Item **OCWUT 03-25-04-04 - Group 04, Industrial Hygiene and Safety Supplies: Industrial Hygiene and Safety Supplies**

Lot Description **Group 04, Industrial Hygiene and Safety Supplies**

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 the number of days for Delivery for this item in the Buyer Note field.

Item **OCWUT 03-25-04-05 - Group 04, Industrial Hygiene and Safety Supplies: Industrial Hygiene and Safety Supplies**

Lot Description **Group 04, Industrial Hygiene and Safety Supplies**

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

Enter website address for this item in the Buyer Note field

Item **OCWUT 03-25-05-01 - Group 05, Proficiency Testing Standards: Proficiency Testing Standards**

Lot Description **Group 05, Proficiency Testing Standards**

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)

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N/A
Oklahoma City OK 73102
Qty 1

Description

Enter catalog name and date of catalog for this item in the Buyer Note field.

Item **OCWUT 03-25-05-02 - Group 05, Proficiency Testing Standards: Proficiency Testing Standards**
Lot Description **Group 05, Proficiency Testing Standards**
Quantity **1 each**
Percentage
Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
N/A
Oklahoma City OK 73102
Qty 1

Description

Enter Price List Less percent for this item. Bidder must attach a catalog, price list or website showing pricing for these items in the Buyer Note field.

Item **OCWUT 03-25-05-03 - Group 05, Proficiency Testing Standards: Proficiency Testing Standards**
Lot Description **Group 05, Proficiency Testing Standards**
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

Enter specific brand name(s) for additional discounts other than catalog

Item **OCWUT 03-25-05-04 - Group 05, Proficiency Testing Standards: Proficiency Testing Standards**
Lot Description **Group 05, Proficiency Testing Standards**
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 the number of days for Delivery for this item in the Buyer Note field.

Item **OCWUT 03-25-05-05 - Group 05, Proficiency Testing Standards: Proficiency Testing Standards**
Lot Description **Group 05, Proficiency Testing Standards**
Quantity **1 each**

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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 website address for this item in the Buyer Note field

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Mark Keesee
Administrative Specialist
The City of Oklahoma City
Utilities Department
Mark.keesee@okc.gov

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**OCWUT 03-25 LABORATORY CHEMICALS,
SUPPLIES, AND ACCESSORIES**

OCWUT 03-25 – Laboratory Chemicals, Supplies, and Accessories

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OCWUT 03-25 – Laboratory Chemicals, Supplies, and Accessories

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OCWUT 03-25 – Laboratory Chemicals, Supplies, and Accessories

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 Anti/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 anti/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 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

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- one or more bid items at any given time throughout the term of the Bid/Pricing Agreement/Contract. The Periscope system will calculate the total based on the quantity requested by the Contracting Entity and the price entered by the Bidder. The Periscope system will calculate the bid price based on the quantity and price. Items bid as an estimated quantity will be awarded on a “no guarantee” basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the Bidder to the destination specified in the special instructions of the specifications.
7. **EXEMPTIONS FROM CERTAIN TAXES:** The purchase of certain goods or services by the Contracting Entity is exempt from the payment of excise, transportation, use, and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Any taxes that are not exempt must be included in the bid price. No additional payment or compensation will be made for taxes.
 8. **PAYMENTS AND DISCOUNTS:**
 - (a) Payment for goods and services as specified in the Bid/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 Bid/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 Bid/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 Bid/Pricing 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 Bid/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 affected 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.

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15. **COMPLIANCE WITH APPLICABLE LAWS:** 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 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 Bid/Pricing Agreements/Contracts awarded as a result of this bid to confirm Bid/Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Bid/Pricing Agreement/Contract. This right to audit only affects Bid/Pricing Agreement/Contract compliance as a result of this bid and does not apply to Bidder records beyond the scope of the Bid/Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from Bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a Bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities, or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other Bidders

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OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION

All materials submitted to The Oklahoma Water Utilities Trust (OCWUT) pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, 51 Okla. Stat. §§ 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 OCWUT 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 OCWUT 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 OCWUT based upon its determination of the application of the Oklahoma Open Records Act.

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SPECIFICATIONS

INTENT OF CONTRACT

The Oklahoma City Water Utilities Trust (hereinafter referred to as OCWUT or Contracting Entity) will accept sealed electronic bids for Laboratory Chemicals, Supplies, and Accessories.

Bid Timeline

Bid release date	September 25, 2024
Final bid questions accepted	October 18, 2024, until 10:00 a.m.
Final date for Vendor bids	November 6, 2024, 10:00 a.m.

CONTRACTING ENTITY

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

BIDDER

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

SCOPE OF BID/PRICING AGREEMENT/CONTRACT

The scope of this Bid/Pricing Agreement/Contract involves the delivery and supply of Laboratory Chemicals further describe on the Technical Specifications.

The Contracting Entity reserves the right to award this Bid/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 indicating, "NB" in the space provided.

PRICING AGREEMENT/CONTRACT PERIOD

The Bid/Pricing Agreement/Contract shall be effective for a period of five (5) years, as approved by the Contracting Entity. The Bid/Pricing Agreement/Contract shall be in effect commencing on the date of award as approved by the Contracting Entity.

The Bidder's performance will be evaluated on an ongoing basis during the term of the Bid/Pricing Agreement/Contract. Based on these evaluations, the OCWUT's General Manager and/or appointed designee will determine if any problems exist. The following criteria will be applied in the Bid/Pricing Agreement/Contract evaluation performance process:

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- The ability, capacity, and skills utilized by the Bidder in the performance of the Bid/Pricing Agreement/Contract and providing the services required;
- Whether the Bidder performed the requirements of the Bid/Pricing Agreement/Contract in providing the service promptly, or within the time specified, without delay or interference;
- The quality, availability and adaptability of the supplies, materials, and repair parts furnished to the particular use required;

The Contracting Entity reserves the right to apply Contract Cancellation/Order of Precedence in the event of Bidder's inability to perform the requirements of the Bid/Pricing Agreement/Contract.

BID/PRICING AGREEMENT/CONTRACT RENEWAL OPTION

After the initial term, should the Contracting Entity desire to renew the Bid/Pricing Agreement/Contract, a written preliminary notice for a five (5) year renewal will be furnished to the Bidder prior to the expiration date of the current Bid/Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

Should the Contracting Entity exercise this option for renewal, the Bid/Pricing Agreement/Contract as renewed shall be deemed to include this option provision except that the total duration of this Bid/Pricing Agreement/Contract, including any renewals, shall not exceed ten (10) years without approval of the Contracting Entity.

In all cases Bid/Pricing Agreement/Contract renewals must be approved by the Contracting Entity.

ORDER OF PRECEDENCE

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

DELIVERY SCHEDULE

Bidders shall specify their proposed delivery schedules for the requested material and supplies in the line item area of the electronic bidding system. If no alternative is proposed on the price schedule sheet, the awarded vendor(s) shall be expected to meet the stated delivery time of 90 calendar days. The Contracting Entity shall not be held liable for any and all damages sustained by vendors for delivery of materials awarded by contract.

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Delivery of materials to any Oklahoma City department 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. Preservation, packaging, packing and marking will be in accordance with Contractor's best commercial practice, to provide adequate protection against shipping damage.

F.O.B. Destination

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

DELIVERY

Inspection and Acceptance at pickup

Although source inspection by the Contracting Entity is not anticipated under this 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 which it deems to be appropriate.

Safety/Responsibility

The Bidder is to assure their employees are safety-trained, knowledgeable of all job-related hazards and must document training of their employees.

F.O.B. Destination

The Bidder shall deliver all items F.O.B. Destination, Oklahoma City, Oklahoma and to any and all points located within the City's corporate limits. Delivery destinations will be stated on each purchase order.

Commercial Packaging

Packaging and shipping of product shall conform to the current regulations of the U.S. Department of Transportation (DOT) and other applicable federal, state, and local requirements. Preservation, packaging, packing and marking will be in accordance with Bidder's best commercial practice, to provide adequate protection against shipping damage.

INSURANCE REQUIREMENTS

The following insurance requirements are applicable and must be obtained prior to contract award.

Liability and Property Damage Insurance: The Bidder assumes all risk incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save OCWUT and The City of Oklahoma City 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 OCWUT and/or The City'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 OCWUT and The City of Oklahoma City from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

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In this connection, the Bidder shall carry Worker's Compensation in accordance with State Laws and General Liability Insurance in the following amounts:

Property Damage Liability - Limits shall be carried in the amount of not less than one hundred thousand dollars (\$100,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single 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 accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

Automobile Liability Insurance – The Bidder shall maintain insurance coverage as to the ownership, maintenance, and use of all owned, non-owned, leased or hired equipment when said equipment is utilized to meet the requirements of this Bid/Pricing Agreement/Contract.

The insurance policies shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to OCWUT and The City of Oklahoma City. OCWUT shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements and shall state that such insurance shall not be changed or canceled without ten days' prior written notice to OCWUT. 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 Contract. Certificates of Insurance shall be delivered to OCWUT prior to contract award. **The City of Oklahoma City and OCWUT shall be listed as the Certificate Holder. The policy description shall state the following: "The City of Oklahoma City and OCWUT are additional insured on all policies as required by the contract."**

Unless otherwise approved by OCWUT 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, or defense expenses not otherwise covered by the Bidder's self-insured retention.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)

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. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Bid/Pricing Agreement/Contract period.

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When a selected Bidder has been awarded and is designated as the primary Bidder, the Contracting Entity agrees to place all orders with the Bidder for all requirements for those items shown in the price schedule, as awarded, except as follows:

- Quantities of items needed under conditions of emergency or public exigency as approved by the OCWUT General Manager or designee.
- Quantities of items obtainable from State contracts, as approved by the OCWUT General Manager or designee.
- Quantities of items where federal funds are involved and other actions are warranted for federal regulatory compliance purposes.
- Quantities of items awarded under specific and separate contracts.
- Quantities of items which otherwise are determined to be outside the general scope and intent of this contract.
- When multiple Bidders have been awarded contracts (multiple award), the Contracting Entity agrees to place all orders for the particular item or group of items, as shown on the price schedule, for which the Bidder has been determined to be uniquely capable of supplying, as awarded, except as provided for in instances stated above.
- 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.
- There is no obligation to purchase any items from this Bid/Pricing Agreement/Contract, and purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

PAYMENT METHODS

The ordering departments will utilize purchase order numbers for ordering the goods/services they require as the need arises during the Bid/Pricing Agreement/Contract period. The Contracting Entity agrees only to pay Bidders for goods/services awarded by Bid/Pricing Agreement/Contract if there is delivery and acceptance of the materials by the Contracting Entity and the delivery is accompanied by an authorized purchase order. Services performed for any Oklahoma City department without a purchase order document, purchase order number, or purchasing card reference name and number given at the time the order is placed shall constitute an unauthorized purchase.

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PAYMENT/INVOICE

Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices. The original invoice must be mailed directly to the Oklahoma City Water Utilities Trust, Attn: Finance Operations, 420 West Main, Suite 500, Oklahoma City, OK 73102. In addition, invoices and payment correspondence may be emailed to wwfinancepayables@okc.gov. 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.

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

*Invoices should not reflect any outstanding backorders.

COST ADJUSTMENT TERMS

Prices shall remain firm throughout the first twelve months of the contract period. At the request of the bidder, unit prices can be adjusted annually based on the year-over-year increase or decrease in the U.S. Bureau of Labor's Consumer Price Index, South Region. To find the CPI-U (South Region, All Urban Consumers), go to www.bls.gov/cpi. Charts are available on this website to show CPI for the previous 10 years.

For purposes of calculating an adjustment for the ensuing year, the base rate for the adjustment shall be the Target unit cost and labor rates in effect on the last day of the previous twelve months of the Agreement. Adjustments to the unit prices will be made only in units of one cent (\$0.01).

Cost adjustments are calculated in the following manner:

New Unit Price = Existing unit price(s) * (((CPI_n – CPI_o)/CPI_o) + 1)

Where, CPI_n = Consumer Price Index-U (All Urban Consumers), South Region, all items for the calendar month and year of the adjustment.

CPI_o = Consumer Price Index-U (All Urban Consumers), South Region, all items for the previous calendar month and year.

A valid written request consists of the following:

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- Letter requesting price increase(s) must be submitted on your company letterhead along with the combined CPI_n and CPI_o chart from www.bls.gov/cpi.
- Signed by an officer or someone authorized to execute contracts on company's behalf
- Reference the assigned contract number
- Reference the Contracting Entity's bid number
- Reference the title of the contract (e.g. Bulk Chlorine, etc.)
- Must be submitted to: The City of Oklahoma City, Utilities Department, Contracts Administration Section, 420 W. Main Street, Ste. 500, Oklahoma City, OK 73102. Requests emailed to ww-procurement@okc.gov are acceptable.

SAFETY DATA SHEETS

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

- Submitted as part of the bid document
- Submitted prior to contract award
- Submitted with the product invoice
- 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 or from the Contracting Entity.

The appropriate bid number, contract number, delivery ticket number or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Any question regarding this requirement should be directed to the following address:

The City of Oklahoma City
Risk Management Division
420 W. Main, Suite 600
Oklahoma City, Oklahoma 73102
Attention: Environmental Specialist

WARRANTY

All Bidders shall guarantee that the materials and supplies they propose to furnish shall be in accordance with the manufacturer's specifications and shall perform the functions for which they were designed, manufactured and proposed by the bidders for use by the Contracting Entity.

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

As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense. The Contracting Entity shall also have the right to require an equitable adjustment in the contract price. This warranty shall be in addition to any other rights of the Contracting Entity. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

RIGHT TO ACCEPT OR REJECT AND WAIVING OF FORMALITIES

The Contracting Entity reserves the right to reject any or all bids, to waive certain formalities, or to award the contract to the lowest and best bidder depending upon the selection criteria.

WHOLE AGREEMENT

It is expressly agreed by and between the parties hereto that the provisions embodied in the bid contain all covenants, agreements, obligations, rights, duties and stipulations agreed upon by the parties hereto upon the execution hereof. No statements or representations, oral or written, not incorporated herein shall be considered to be a part of the Agreement.

INDEPENDENT CONTRACTOR

Bidder is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this contract. It is expressly understood and agreed by the parties that Bidder shall perform all work and services described herein as an independent Bidder and not as an officer, agent, servant, or employee of Contracting Entity or the City of Oklahoma City; that Bidder shall have exclusive control of and the exclusive right to control the details of the work and services performed hereunder and all persons performing the same; that Bidder shall be solely responsible for the acts and omissions of its officers, agents, employees, and Bidders, if any; and that nothing herein shall be construed as creating a partnership or joint venture between the Contracting Entity, Oklahoma City and the Bidder.

INDEMNIFICATION

To the maximum extent permitted by law, the Bidder shall be liable for and shall hold the OCWUT and The City Oklahoma City or any of its trusts harmless from all damage or injury caused to persons or property arising out of the performance of any contract resulting from this Request for Proposals. The Bidder shall agree to assume the defense of OCWUT and The City and their officers and employees in all legal proceedings with third parties connected with the Bidder's performance under this Contract, and to pay all expenses, including court costs and reasonable attorney's fees, incurred by OCWUT directly, or indirectly on account of such legal proceedings. The Bidder's obligations hereunder are expressly conditioned upon OCWUT's provision of notification to the Bidder of any pending such claim or suit, OCWUT shall

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cooperate with the Bidder in its handling of any such claim or suit to the extent their interests do not conflict. In no event shall the Bidder be obligated to indemnify or hold OCWUT harmless with respect to any liability caused by the sole negligence of OCWUT.

The OCWUT is a public trust created pursuant to the laws of the state of Oklahoma with the City of Oklahoma City, a municipality created pursuant to Article 18, section 3 of the Oklahoma Constitution, as its sole beneficiary. The OCWUT expressly reserves all Oklahoma common law and statutorily created and recognized rights and warranties, express and implied. The OCWUT expressly states that neither the OCWUT nor the City of Oklahoma City can or will waive any rights or warranties provided or available under Oklahoma law. By submitting a proposal, the Proposer expressly agrees to comply with all such warranties. The Proposer acknowledges and by submitting a proposal agrees that neither OCWUT nor Oklahoma City has or will waive any rights or warranties provided or available under Oklahoma law and that this paragraph will supersede and take precedence over any paragraph, term, or provision to the contrary.

CLARIFICATION

Any explanation, clarification, or interpretation desired by a bidder regarding any part of the solicitation must be requested in writing with sufficient time allowed for a written addendum to reach each bidder before the submission of their bid. Interpretations, corrections, or changes to the solicitation made in any other manner are not binding upon the Contracting Entity, and bidders shall not rely upon such interpretations, corrections, or changes. Oral explanations or instructions given before the award of the Bid/Pricing Agreement/Contract are not binding.

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

These specifications constitute a vital part of the Bidder's bid proposal. The proposed bid must be submitted on these specifications and include any addenda. Failure to do so will result in a recommendation of bid rejection.

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, or City staff) 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

OCWUT 03-25

OCWUT 03-25 – Laboratory Chemicals, Supplies, and Accessories

- 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 officer or departmental contact as outlined in the Clarifications section above

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.

BID AWARD

The Contracting Entity reserves the right to award this contract by line item, by group of items, or all items of the bid; to reject any or all bids in whole or in part, if it is in the best interest of the Contracting Entity. "All or none" type bids will be considered only when it is deemed by the Contracting Entity to be in its best interest.

The Contracting Entity may choose to award contract(s) of a particular item or group of items to one or more Bidders. Generally, the Bidder(s) will be identified as Primary or Secondary Bidders for the items or group of items based on the lowest and best bids(s) for those items or groups of items. From time to time, the Contracting Entity will make a multiple award of a particular item or group of items due to the uniqueness of products or services available based on received bids and the needs of the Contracting Entity.

In the event all bid(s) received for a single item or groups of items exceed the stated delivery requirements, the Contracting Entity reserves the right to consider the bids. In the event of similar/identical bids per line item or group of items, the award may be based on shortest delivery as per response from the Bidder's delivery schedule sheet.

Normally, the Contracting Entity will endeavor to procure the materials and/or services only from the Primary Bidder. If for any reason(s) the Primary Bidder is unable to meet the requirements for the materials and/or services within the contracted period, or in emergency situations, unable to meet the critical needs as required, the Contracting Entity may procure such materials and/or services from the Secondary contracted Bidders in that order, to meet its critical requirements.

No Response(s)

The Bidder may bid on some or all items. If the Bidder chooses to not bid on one of the items a "No Bid" or "NB" must be indicated in the space provided. If the bidder does not provide a response, it will be considered a "No Bid" item.

Award Methodology

The Bidder's ability to meet the requirements of the specifications, lowest and best unit price; and best delivery schedule.

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OCWUT 03-25 – Laboratory Chemicals, Supplies, and Accessories

TECHNICAL SPECIFICATIONS

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

Please see Periscope line items in the bid package and bid percentages for your catalogs or price lists for Laboratory Chemicals, Supplies, and Accessories.

Listed below are products lines that the Department currently has in services. Bidders are encouraged to bid additional products lines.

Brands Specific:

Foxpure
Ricca
Aque Sol
Thermo Fisher
Acunex
Env. Express
Nasco
Control Comp.
Kim Clark Pro
Hach
IDEXX
Perkin Elmer
Environmental Express
Shimodzu
Metrohm
Biotage
USA Blue Box
Fox Scientific
Thomas Scientific

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OCWUT 03-25 – Laboratory Chemicals, Supplies, and Accessories

LETTER OF AUTHORIZATION

THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED
LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY
AUTHORIZED OFFICER ON BEHALF OF THE BIDDER

This letter authorizes _____
(PRINTED NAME OF AUTHORIZED AGENT)

to sign the attached legally binding document on behalf of _____
(BIDDING ENTITY)

Sincerely,

Signature of Authorizing Officer **Printed Title** **Date**

Printed Name of Authorizing Officer **Email Address of Authorizing Officer**

NOTE: If the Bidding Entity is a(n):
Corporation The authorizing officer **must** be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC The authorizing officer **must** be: Manager, Managing Member, President, or Vice-President
Partnership The authorizing officer **must** be: General Partner
Joint Venture The authorizing officer **must** be: An Authorized Officer of Each of the Ventures

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(Published in the Journal Record on September 25, 2024 and October 2, 2024)

NOTICE TO BIDDERS

NOTICE is hereby given that Oklahoma City Water Utilities Trust will receive electronic bids at the **OFFICE of the CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102**, until 10:00:00 a.m. on November 6, 2024, for the following:

Bid Number: OCWUT 03-25 Title: Laboratory chemicals, supplies, and accessories

The City of Oklahoma City and its Trusts have partnered with Periscope, Inc. to accept bids electronically. You are invited to submit a bid electronically through the Periscope system to supply the commodity specified in the electronic bid packet. The City and its Trust do 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 City and its Trusts recommend potential bidders register and become familiar with the Periscope electronic bidding system process in advance of submitting a bid. There is no charge to the Bidder for registering or submitting an electronic bid to The City or its Trusts through Periscope. Instructions on how to get registered to bid through Periscope can be found on The City’s website at www.okc.gov/bids.

Bids shall be made in accordance with the Notice to Bidder, General Instructions and Requirements for bidders, Oklahoma Records Act and Confidential Information, the Specifications, the Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement, and the Anti/Non-collusion Affidavit which are a part of the complete electronic bid packet. The Bid/Pricing Agreement/Contract Form 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 10:00:00 a.m. deadline, on the above mentioned date. 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 hereon.

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

Discount for Prompt Payment % Days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands of the parties hereto:

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

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

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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

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

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

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NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Witness the hands of the parties hereto:

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

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

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

TO BE COMPLETED BY THE NOTARY:

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

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

Signed and sworn to
before me on this

day of , by

[Day]

[Month]

[Year]

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

My Commission
Number:

[Oklahoma]

Type Name of Notary Public

My Commission
Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

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

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

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

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

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

Sales Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Billing Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Service Contact:

Company Name:

Address:

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Email Address:

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After Hours Emergency Number(s)

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Question and Answers for Bid #OCWUT 03-25 - Laboratory Chemicals, Supplies, and Accessories

Overall Bid Questions

There are no questions associated with this bid.

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