

Pricing Agreement Award

OCWUT00035 Utility Technology Services, Inc.

APPROVED by the Trustees and signed by the Chairman of the Oklahoma City Water

Utilities Trust this 16TH day of JULY, 2024.

ATTEST:

OKLAHOMA CITY WATER UTILITIES TRUST

Amy K Simpson
SECRETARY



Jim D Cook
CHAIRMAN

CONCURRED by the Council and signed by the Mayor of The City of Oklahoma City

this 30TH day of JULY, 2024.

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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**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:

Utility Technology Services, Inc. aka

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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City of Oklahoma City and
its Trusts

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.

AL WEBER

Type Name of Authorized Agent

MUNICIPAL DIVISION Mgr

Title of Authorized Agent

UTILITY TECHNOLOGY SERVICES, INC.

Company Name and Address 9636 W. RENO AVE
OKC, OK

73127

Zip Code

866-580-1818

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 ← ←

AL WEBER

Type Name of Authorized Agent/Representative

UTILITY TECHNOLOGY SERVICES, INC

Company Name

9639 W RENO AVE - OKLAHOMA CITY, OK

Address

(866) 580-1717

Telephone Number and Fax Number, if any

MUNICIPAL DIVISION MGR

Title

73127

Zip Code

TO BE COMPLETED BY THE NOTARY:

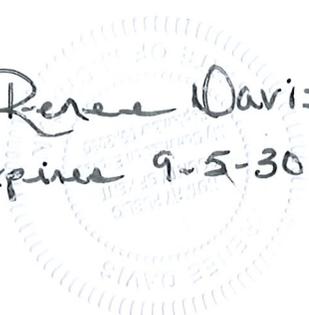
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LETTER OF AUTHORIZATION

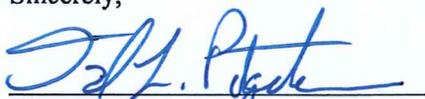
THIS LETTER OF AUTHORIZATION MUST BE COMPLETED IF THE ATTACHED LEGALLY BINDING DOCUMENT WAS NOT SIGNED BY THE STATUTORILY AUTHORIZED OFFICER ON BEHALF OF THE CONTRACTING ENTITY

City of Oklahoma City or related Public Trust:

This letter authorizes AL WEBER
(PRINTED NAME OF AUTHORIZED AGENT)

to sign the attached legally binding document on behalf of UTILITY TECHNOLOGY SERVICES, INC.
(CONTRACTING ENTITY)

Sincerely,


Signature of Authorizing Officer

CEO/PRESIDENT
Printed Title

5/20/24
Date

DAVID L. POTGETER
Printed Name of Authorizing Officer

dlpotgeter@etn9supply.com
Email Address of Authorizing Officer

NOTE: If the Contracting 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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Supplier: UTILITY TECHNOLOGY SERVICES

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: **Utility Technology Services, Inc**

Address: **9636 W RENO AVE**

Contact Person: **Blake Vandorpe** Email Address: **bvandorpe@utssupply.com**

Telephone Number: **405-435-5548** Fax Number:

Billing Contact:

Company Name: **Utility Technology Services, Inc**

Address: **Oklahoma City**

Contact Person: **Becki Lobbezoo** Email Address: **rlobbezoo@EtnaSupply.com**

Telephone Number: **616-514-5181** Fax Number:

Service Contact:

Company Name: **Utility Technology Services, Inc**

Address: **9636 W RENO AVE**

Contact Person: **Corey Vail** Email Address: **cvail@utssupply.com**

Telephone Number: **918-218-4513** Fax Number:

After Hours Emergency Number(s) **616-245-4373**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s) **aweber@etnasupply.com**

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**Bid Tabulation Packet
for
Solicitation OCWUT 36-24**

Fire Hydrants, Valves, Repair Kits, & Services

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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UTILITY TECHNOLOGY SERVICES

Bid Contact **Al Weber**
aweber@etnasupply.com
Ph 616-745-9842

Address **9636 W RENO AVE.**
OKLAHOMA CITY, OK 73127

Bid Notes

Price per each

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 36-24--01-01	Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 3 foot	Supplier Product Code: Supplier Notes: Price per each	First Offer - 2060.00%	1 / each	2060.00% Y
OCWUT 36-24--01-02	Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 4 foot	Supplier Product Code: Supplier Notes: Price per each	First Offer - 2160.00%	1 / each	2160.00% Y

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OCWUT 36-24--01-03	Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 4.5 foot	Supplier Product Code:	First Offer - 2210.00%	1 / each	2210.00%	Y
		Supplier Notes: Price per each				
OCWUT 36-24--01-04	Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 5 foot	Supplier Product Code:	First Offer - 2260.00%	1 / each	2260.00%	Y
		Supplier Notes: Price per each				

OCWUT 00035

OCWUT 36-24--01-05	Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 6 foot	Supplier Product Code: Supplier Notes: Price per each	First Offer - 2360.00%	1 / each	2360.00%	Y
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Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
OCWUT 36-24--02-01	Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 16 inch				No Bids
OCWUT 36-24--02-02	Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 18 inch				No Bids
OCWUT 36-24--02-03	Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 20 inch				No Bids
OCWUT 36-24--02-04	Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 24 inch				No Bids
OCWUT 36-24--02-05	Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 30 inch				No Bids
OCWUT 36-24--02-06	Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 36 inch				No Bids

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OCWUT 36-24--02-07 Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 48 inch No Bids

OCWUT 36-24--02-08 Group 2: Ductile Iron Bodied Butterfly Valves:Butterfly valve with accessories 6 inch - 56 inch No Bids

Lot Total **\$0.00**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
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OCWUT 36-24--03-01	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 2 inch	Supplier Product Code: 2 Supplier Notes: Price per each	First Offer - 460.00%	1 / each	460.00%	Y
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OCWUT 36-24--03-02	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 3 inch	Supplier Product Code: 3 Supplier Notes: Price per each	First Offer - 620.00%	1 / each	620.00%	Y
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OCWUT 36-24--03-03	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 4 inch	Supplier Product Code: 4 Supplier Notes: Price per each	First Offer - 815.00%	1 / each	815.00%	Y
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OCWUT 36-24--03-04	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 6 inch	Supplier Product Code: 6 Supplier Notes: Price per each	First Offer - 862.00%	1 / each	862.00%	Y
OCWUT 36-24--03-05	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 8 inch	Supplier Product Code: 8 Supplier Notes: Price per each 2" mj acc	First Offer - 1155.00%	1 / each	1155.00%	Y
OCWUT 36-24--03-06	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 10 inch	Supplier Product Code:	First Offer - 2121.00%	1 / each	2121.00%	Y
OCWUT 36-24--03-07	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 12 inch	Supplier Product Code:	First Offer - 2660.00%	1 / each	2660.00%	Y
OCWUT 36-24--03-08	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 14 inch	Supplier Product Code:	First Offer - 8019.00%	1 / each	8019.00%	Y
OCWUT 36-24--03-09	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves:	Supplier Product Code:	First Offer - 8671.00%	1 / each	8671.00%	Y

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Gate Valve complete with accessories 16 inch						
OCWUT 36-24-03-10	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves:Gate Valve complete with accessories 18 inch				No Bids	
OCWUT 36-24-03-11	Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 20 inch - 56 inch	Supplier Product Code:	First Offer - 20470.00%	1 / each	20470.00%	Y
				Lot Total	\$0.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
OCWUT 36-24-04-01	Group 4: Mechanical Joint Valves:ABZ Mastergear Valve Operators and Valves				No Bids	
OCWUT 36-24-04-02	Group 4: Mechanical Joint Valves:Allis Chalmers Valve Operators and Valves				No Bids	
OCWUT 36-24-04-03	Group 4: Mechanical Joint Valves:American Valves				No Bids	
OCWUT 36-24-04-04	Group 4: Mechanical Joint Valves:APCO Valves				No Bids	
OCWUT 36-24-04-05	Group 4: Mechanical Joint Valves:ARI - Air Relief Valves				No Bids	
OCWUT 36-24-04-06	Group 4: Mechanical Joint Valves:ASCO Valves				No Bids	
OCWUT 36-24-04-07	Group 4: Mechanical Joint Valves:ASCO: 1-way, normally closed				No Bids	
OCWUT 36-24-04-08	Group 4: Mechanical Joint Valves:ASCO: 1-way, normally open				No Bids	
OCWUT 36-24-04-09	Group 4: Mechanical Joint Valves:ASCO: 3-way, 2 position				No Bids	
OCWUT 36-24-04-10	Group 4: Mechanical Joint Valves:ASCO: 4-way, 2 position				No Bids	
OCWUT 36-24-04-11	Group 4: Mechanical Joint Valves:Auma valves and operators				No Bids	
OCWUT 36-24-04-12	Group 4: Mechanical Joint Valves:Bailey Valve Positioners				No Bids	

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OCWUT 36-24--04-13	Group 4: Mechanical Joint Valves:Bermed Valve, Parts, and Controls	No Bids
OCWUT 36-24--04-14	Group 4: Mechanical Joint Valves:Chapman Valve Operators and Valves	No Bids
OCWUT 36-24--04-15	Group 4: Mechanical Joint Valves:Check Valves 4 inch to 24 inch flanged	No Bids
OCWUT 36-24--04-16	Group 4: Mechanical Joint Valves:Cla-val Altitude Valves	No Bids
OCWUT 36-24--04-17	Group 4: Mechanical Joint Valves:Cla-val Globe Valves	No Bids
OCWUT 36-24--04-18	Group 4: Mechanical Joint Valves:Cla-val Pump Control Valves - Booster Type	No Bids
OCWUT 36-24--04-19	Group 4: Mechanical Joint Valves:Cla-val Pilot Valves, 4 inch to 12 inch	No Bids
OCWUT 36-24--04-20	Group 4: Mechanical Joint Valves:Cla-Val Replacement Parts/Kits	No Bids
OCWUT 36-24--04-21	Group 4: Mechanical Joint Valves:Cla-val Valves, Parts, and Controls	No Bids
OCWUT 36-24--04-22	Group 4: Mechanical Joint Valves:Cla-val Needle Valve Assemblies	No Bids
OCWUT 36-24--04-23	Group 4: Mechanical Joint Valves:Cla-val flow clean strainer, straight & angled, x47 model	No Bids
OCWUT 36-24--04-24	Group 4: Mechanical Joint Valves:Cla-val model x105L, x105L2, limit switch assemblies	No Bids
OCWUT 36-24--04-25	Group 4: Mechanical Joint Valves:Cla-val 3/8 inch to 24 inch pressure relief/control valves	No Bids
OCWUT 36-24--04-26	Group 4: Mechanical Joint Valves:Cla-val solenoid control valves	No Bids
OCWUT 36-24--04-27	Group 4: Mechanical Joint Valves:Clayton valve operators, positioners, and valves	No Bids
OCWUT 36-24--04-28	Group 4: Mechanical Joint Valves:Clow Valves	No Bids

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OCWUT 36-24-04-29	Group 4: Mechanical Joint Valves:Clow Valves, 6 inch to 12 inch, flanged	No Bids
OCWUT 36-24-04-30	Group 4: Mechanical Joint Valves:Crispen Valves	No Bids
OCWUT 36-24-04-31	Group 4: Mechanical Joint Valves:Darling gate valves 4 inch to 24 inch, flanged	No Bids
OCWUT 36-24-04-32	Group 4: Mechanical Joint Valves:Darling valve operators and valves	No Bids
OCWUT 36-24-04-33	Group 4: Mechanical Joint Valves:DeZurik Valves	No Bids
OCWUT 36-24-04-34	Group 4: Mechanical Joint Valves:EIM Valve Operators	No Bids
OCWUT 36-24-04-35	Group 4: Mechanical Joint Valves:Golden Anderson Valves	No Bids
OCWUT 36-24-04-36	Group 4: Mechanical Joint Valves:Hydro Gate Valves	No Bids
OCWUT 36-24-04-37	Group 4: Mechanical Joint Valves:Kennedy Valves 6 inch to 24 inch	No Bids
OCWUT 36-24-04-38	Group 4: Mechanical Joint Valves:Keystone valve operators and valves	No Bids
OCWUT 36-24-04-39	Group 4: Mechanical Joint Valves:Kinetrol Pneumatic Valve Operators	No Bids
OCWUT 36-24-04-40	Group 4: Mechanical Joint Valves:Kunkle Valves	No Bids
OCWUT 36-24-04-41	Group 4: Mechanical Joint Valves:Kytronics Valves Positioners	No Bids
OCWUT 36-24-04-42	Group 4: Mechanical Joint Valves:Limitorque Valve Positioners	No Bids
OCWUT 36-24-04-43	Group 4: Mechanical Joint Valves:Ludlow Valves	No Bids
OCWUT 36-24-04-44	Group 4: Mechanical Joint Valves:Mercoid: Pressure Adjustment Switches	No Bids
OCWUT 36-24-04-45	Group 4: Mechanical Joint Valves:Miller Valve Operators	No Bids

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OCWUT 36-24--04-46	Group 4: Mechanical Joint Valves:Mueller Valve Operators	No Bids
OCWUT 36-24--04-47	Group 4: Mechanical Joint Valves:Parker Hannifir Valve Operators	No Bids
OCWUT 36-24--04-48	Group 4: Mechanical Joint Valves:Pratt Butterfly Valves 4 inch to 24 inch, flanged	No Bids
OCWUT 36-24--04-49	Group 4: Mechanical Joint Valves:Pratt Butterfly Valves 4 inch to 24 inch, non-flanged	No Bids
OCWUT 36-24--04-50	Group 4: Mechanical Joint Valves:Pratt Valve Operators and Valves	No Bids
OCWUT 36-24--04-51	Group 4: Mechanical Joint Valves:Rensselaer check valves 6 inch to 20 inch, flanged	No Bids
OCWUT 36-24--04-52	Group 4: Mechanical Joint Valves:Rodney Hunt Valves	No Bids
OCWUT 36-24--04-53	Group 4: Mechanical Joint Valves:Ross Valves	No Bids
OCWUT 36-24--04-54	Group 4: Mechanical Joint Valves:Rototork: Valve Actuators	No Bids
OCWUT 36-24--04-55	Group 4: Mechanical Joint Valves:Sluce Gate Valves	No Bids
OCWUT 36-24--04-56	Group 4: Mechanical Joint Valves:Val-matic Valves	No Bids
OCWUT 36-24--04-57	Group 4: Mechanical Joint Valves:Verse Valve Operators	No Bids
OCWUT 36-24--04-58	Group 4: Mechanical Joint Valves:Xomox Valves	No Bids
		Lot Total \$0.00
Item #	Line Item	Notes Unit Price Qty/Unit Attch. Docs
OCWUT 36-24--05-01	Group 5: Hydrant and Valve Repair Parts:American Darling Model B-62 Repair Parts, Tools, and/or Accessories	No Bids
OCWUT 36-24--05-02	Group 5: Hydrant and Valve Repair Parts:American Darling Model B-84 Repair Parts, Tools, and/or Accessories	No Bids

OCWUT 00035

OCWUT 36-24--05-03	Group 5: Hydrant and Valve Repair Parts:American Darling Gate and Tapping Valve Repair Parts	No Bids
OCWUT 36-24--05-04	Group 5: Hydrant and Valve Repair Parts:Mueller A-423 Centurion Repair Parts, Tools, and Accessories	No Bids
OCWUT 36-24--05-05	Group 5: Hydrant and Valve Repair Parts:Mueller Valve Operators, Gate, and Tapping Valves	No Bids
OCWUT 36-24--05-06	Group 5: Hydrant and Valve Repair Parts:U.S. Pipe Gate and Tapping Valves Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-07	Group 5: Hydrant and Valve Repair Parts:U.S. Pipe Metro Large Barrel Pre-1994 Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-08	Group 5: Hydrant and Valve Repair Parts:U.S. Pipe Metro Small Barrel Pre-1994 Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-09	Group 5: Hydrant and Valve Repair Parts:U.S. Pipe Sentinel Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-10	Group 5: Hydrant and Valve Repair Parts:M&H 129 Reliant Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-11	Group 5: Hydrant and Valve Repair Parts:M&H Gate and Tapping Valve Repair Parts	No Bids
OCWUT 36-24--05-12	Group 5: Hydrant and Valve Repair Parts:Clow F2500 Repair Parts, Tools, and Accessories	No Bids
OCWUT 36-24--05-13	Group 5: Hydrant and Valve Repair Parts:Clow Gate and Tapping Valve Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-14	Group 5: Hydrant and Valve Repair Parts:Clow Medallion Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-15	Group 5: Hydrant and Valve Repair Parts:Kennedy Gate and Tapping Valve Repair Parts, Tools, & Accessories	No Bids
OCWUT 36-24--05-16	Group 5: Hydrant and Valve Repair Parts:Kennedy K-81 Guardian Repair Parts,	No Bids

OCWUT 00035

Tools, & Accessories

OCWUT 36-24--05-17	Group 5: Hydrant and Valve Repair Parts:Pratt Butterfly Valves Repair Parts, Tools, & Accessories	No Bids
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OCWUT 36-24--05-18	Group 5: Hydrant and Valve Repair Parts:Vertical shoe for hydrants	No Bids
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OCWUT 36-24--05-19	Group 5: Hydrant and Valve Repair Parts:EJ (East Jordan) Watermaster 5CD250 Repair, parts, Tools, and/or Accessories	No Bids
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OCWUT 36-24--05-20	Group 5: Hydrant and Valve Repair Parts:EJ (East Jordan) Flowmaster RW Repair, Parts, Tools, & Accessories	No Bids
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				Lot Total	\$0.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
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OCWUT 36-24--06-01	Group 6: Shop Labor:Shop Labor	No Bids
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OCWUT 36-24--06-02	Group 6: Shop Labor:Shop Labor	No Bids
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				Lot Total	\$0.00	
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Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
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OCWUT 36-24--07-01	Group 7: Federal Acquisition Regulations: Federal Acquisition Regulations	Supplier Product Code:	First Offer -	1 / each		Y
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				Lot Total	\$0.00	
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OCWUT 00035

Supplier: UTILITY TECHNOLOGY SERVICES

OCWUT 36-24 Fire Hydrants, Valves, Repair Kits, & Services

**BID FORM A - Technical Questionnaire
(use a separate for each hydrant brand)**

Bidders are to indicate compliance in the appropriate box, if applicable. Bidders should use the comments area for any and all exceptions.

A. Traffic Model Fire Hydrants, Selective Requirements	Compliance
1. Brand and Model of Hydrant	East Jordan
2. Working Pressure: 150 PSI	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
3. Size of Valve Opening: 5 ¼"	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Direction of Opening: Left (Counter-Clockwise)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Size & Shape of Operating Nuts: 1 ½" Pentagonal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Size & Shape of Nozzle Cap Nuts: 1 ½" Pentagonal	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Hose Nozzle Threads: OKC Standard	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
8. Pumper Nozzle Threads: OKC Standard	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9. Size & Type of Inlet Connection: 6" Mechanical Joint w/All Accessories	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
10. 2 ½" Hose Nozzle: Two (2) Each	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
11. 5" Pumper Nozzle: One (1) Each	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
12. Nozzle Cap Chains are Required	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
13. Paint: Minimum Two (2) coats of international orange paint, Pittsburgh first line or approved equivalent.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
B. Traffic Model Fire Hydrants, Design Requirements	Compliance
1. Weather Bonnet	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. Nozzle Attachment to Barrel: Mechanically Attached (No Lead-in)	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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3. Upper Valve Plate Material: Bronze	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
4. Seat Ring Material: Bronze	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
5. Seat Ring Thread Engagement: Bronze to Bronze	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
6. Barrel Drain way: Bronze	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
7. Shoe Protection: Epoxy Coating	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

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C. Comments (Indicate item number/name of part and describe exception)	
prices are net each	

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Solicitation OCWUT 36-24

Fire Hydrants, Valves, Repair Kits, & Services

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid OCWUT 36-24 Fire Hydrants, Valves, Repair Kits, & Services

Bid Number **OCWUT 36-24**
Bid Title **Fire Hydrants, Valves, Repair Kits, & Services**
Expected Expenditure **\$1,200,000.00** (This price is expected - not guaranteed)

Bid Start Date **Mar 27, 2024 7:37:21 AM CDT**
Bid End Date **May 1, 2024 10:00:00 AM CDT**
Question & Answer End Date **Apr 19, 2024 10:00:00 AM CDT**

Bid Contact **Rebecca Cavnar**
rebecca.cavnar@okc.gov

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

Bid Contact **Mark Keesee**
mark.keesee@okc.gov

Bid Contact **Stephen Krausnick**
stephen.krausnick@okc.gov

Contract Duration **3 years**
Contract Renewal **1 annual renewal**
Prices Good for **12 months**

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

Bid Comments **The expected expenditure amount of \$1,200,000 for these commodities is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information.**

Item Response Form

Item **OCWUT 36-24--01-01 - Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 3 foot**
Quantity **1 each**

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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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--01-02 - Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 4 foot**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--01-03 - Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 4.5 foot**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--01-04 - Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 5 foot**
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

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Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--01-05 - Group 1: Traffic Model Fire Hydrants: Traffic Model Fire Hydrants depth of bury 6 foot**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--02-01 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 16 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--02-02 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 18 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--02-03 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 20 inch**

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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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-02-04 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 24 inch**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-02-05 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 30 inch**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-02-06 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 36 inch**
 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

OCWUT 00035

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-02-07 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 48 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-02-08 - Group 2: Ductile Iron Bodied Butterfly Valves: Butterfly valve with accessories 6 inch - 56 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-03-01 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 2 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

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Item **OCWUT 36-24--03-02 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 3 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--03-03 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 4 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--03-04 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 6 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--03-05 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 8 inch**

Quantity **1 each**

Percentage

Delivery Location **City of Oklahoma City and its Trusts**
See Bid Packet for Location(s)
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Oklahoma City OK 73102

Qty 1

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-03-06 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 10 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-03-07 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 12 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-03-08 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 14 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

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Item **OCWUT 36-24--03-09 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 16 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--03-10 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 18 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--03-11 - Group 3: Ductile Iron Bodied Gate Valves & Tapping Valves: Gate Valve complete with accessories 20 inch - 56 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

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Item **OCWUT 36-24--04-01 - Group 4: Mechanical Joint Valves: ABZ Mastergear Valve Operators and Valves**

Quantity **1 each**

Percentage

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

[See Bid Packet for Location\(s\)](#)

N/A

OCWUT 0035

Oklahoma City OK 73102

Qty 1

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-02 - Group 4: Mechanical Joint Valves: Allis Chalmers Valve Operators and Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-03 - Group 4: Mechanical Joint Valves: American Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-04 - Group 4: Mechanical Joint Valves: APCO Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

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Item **OCWUT 36-24--04-05 - Group 4: Mechanical Joint Valves: ARI - Air Relief Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-06 - Group 4: Mechanical Joint Valves: ASCO Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-07 - Group 4: Mechanical Joint Valves: ASCO: 1-way, normally closed**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-08 - Group 4: Mechanical Joint Valves: ASCO: 1-way, normally open**

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

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Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-09 - Group 4: Mechanical Joint Valves: ASCO: 3-way, 2 position**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-10 - Group 4: Mechanical Joint Valves: ASCO: 4-way, 2 position**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-11 - Group 4: Mechanical Joint Valves: Auma valves and operators**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-12 - Group 4: Mechanical Joint Valves: Bailey Valve Positioners**

Quantity **1 each**

Percentage

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

[See Bid Packet for Location\(s\)](#)

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Oklahoma City OK 73102
Qty 1

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-13 - Group 4: Mechanical Joint Valves: Bermed Valve, Parts, and Controls**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-14 - Group 4: Mechanical Joint Valves: Chapman Valve Operators and Valves**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-15 - Group 4: Mechanical Joint Valves: Check Valves 4 inch to 24 inch flanged**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-16 - Group 4: Mechanical Joint Valves: Cla-val Altitude Valves**
Quantity **1 each**
Percentage

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Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
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 Oklahoma City OK 73102
Qty 1

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-17 - Group 4: Mechanical Joint Valves: Cla-val Globe Valves**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-18 - Group 4: Mechanical Joint Valves: Cla-val Pump Control Valves - Booster Type**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-19 - Group 4: Mechanical Joint Valves: Cla-val Pilot Valves, 4 inch to 12 inch**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-20 - Group 4: Mechanical Joint Valves: Cla-Val Replacement Parts/Kits**
 Quantity **1 each**

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Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
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 Oklahoma City OK 73102
Qty 1

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-21 - Group 4: Mechanical Joint Valves: Cla-val Valves, Parts, and Controls**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-22 - Group 4: Mechanical Joint Valves: Cla-val Needle Valve Assemblies**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-23 - Group 4: Mechanical Joint Valves: Cla-val flow clean strainer, straight & angled, x47 model**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

OCWUT 00035

Item **OCWUT 36-24-04-24 - Group 4: Mechanical Joint Valves: Cla-val model x105L, x105L2, limit switch assemblies**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-25 - Group 4: Mechanical Joint Valves: Cla-val 3/8 inch to 24 inch pressure relief/control valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-26 - Group 4: Mechanical Joint Valves: Cla-val solenoid control valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-27 - Group 4: Mechanical Joint Valves: Clayton valve operators, positioners, and valves**

Quantity **1 each**

Percentage

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

[See Bid Packet for Location\(s\)](#)

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Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-28 - Group 4: Mechanical Joint Valves: Clow Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-29 - Group 4: Mechanical Joint Valves: Clow Valves, 6 inch to 12 inch, flanged**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-30 - Group 4: Mechanical Joint Valves: Crispen Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-31 - Group 4: Mechanical Joint Valves: Darling gate valves 4 inch to 24 inch, flanged**

Quantity **1 each**

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Delivery Location **City of Oklahoma City and its Trusts**
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Oklahoma City OK 73102
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Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-32 - Group 4: Mechanical Joint Valves: Darling valve operators and valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-33 - Group 4: Mechanical Joint Valves: DeZurik Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-34 - Group 4: Mechanical Joint Valves: EIM Valve Operators**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

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Item **OCWUT 36-24--04-35 - Group 4: Mechanical Joint Valves: Golden Anderson Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-36 - Group 4: Mechanical Joint Valves: Hydro Gate Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-37 - Group 4: Mechanical Joint Valves: Kennedy Valves 6 inch to 24 inch**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-38 - Group 4: Mechanical Joint Valves: Keystone valve operators and valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

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Item **OCWUT 36-24-04-39 - Group 4: Mechanical Joint Valves: Kinetrol Pneumatic Valve Operators**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-40 - Group 4: Mechanical Joint Valves: Kunkle Valves**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-41 - Group 4: Mechanical Joint Valves: Kytronics Valves Positioners**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-42 - Group 4: Mechanical Joint Valves: Limitorque Valve Positioners**
 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

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or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-43 - Group 4: Mechanical Joint Valves: Ludlow Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-44 - Group 4: Mechanical Joint Valves: Mercoid: Pressure Adjustment Switches**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-45 - Group 4: Mechanical Joint Valves: Miller Valve Operators**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-46 - Group 4: Mechanical Joint Valves: Mueller Valve Operators**

Quantity **1 each**

Percentage

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

[See Bid Packet for Location\(s\)](#)

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Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-47 - Group 4: Mechanical Joint Valves: Parker Hannifir Valve Operators**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-48 - Group 4: Mechanical Joint Valves: Pratt Butterfly Valves 4 inch to 24 inch, flanged**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-49 - Group 4: Mechanical Joint Valves: Pratt Butterfly Valves 4 inch to 24 inch, non-flanged**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-50 - Group 4: Mechanical Joint Valves: Pratt Valve Operators and Valves**

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Quantity **1 each**
 Percentage
 Delivery Location **City of Oklahoma City and its Trusts**
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 Oklahoma City OK 73102
Qty 1

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-51 - Group 4: Mechanical Joint Valves: Rensselaer check valves 6 inch to 20 inch, flanged**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-52 - Group 4: Mechanical Joint Valves: Rodney Hunt Valves**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-53 - Group 4: Mechanical Joint Valves: Ross Valves**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

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Item **OCWUT 36-24--04-54 - Group 4: Mechanical Joint Valves: Rototork: Valve Actuators**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-55 - Group 4: Mechanical Joint Valves: Sluce Gate Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-56 - Group 4: Mechanical Joint Valves: Val-matic Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--04-57 - Group 4: Mechanical Joint Valves: Verse Valve Operators**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list,

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or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-04-58 - Group 4: Mechanical Joint Valves: Xomox Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-01 - Group 5: Hydrant and Valve Repair Parts: American Darling Model B-62 Repair Parts, Tools, and/or Accessories**

Quantity **1 each**

Percentage

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

[See Bid Packet for Location\(s\)](#)

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Oklahoma City OK 73102

Qty 1

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-02 - Group 5: Hydrant and Valve Repair Parts: American Darling Model B-84 Repair Parts, Tools, and/or Accessories**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-03 - Group 5: Hydrant and Valve Repair Parts: American Darling Gate and Tapping Valve Repair Parts**

Quantity **1 each**

Percentage

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

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Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-04 - Group 5: Hydrant and Valve Repair Parts: Mueller A-423 Centurion Repair Parts, Tools, and Accessories**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-05 - Group 5: Hydrant and Valve Repair Parts: Mueller Valve Operators, Gate, and Tapping Valves**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-06 - Group 5: Hydrant and Valve Repair Parts: U.S. Pipe Gate and Tapping Valves Repair Parts, Tools, & Accessories**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-07 - Group 5: Hydrant and Valve Repair Parts: U.S. Pipe Metro Large Barrel Pre-1994**

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Repair Parts, Tools, & Accessories

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-08 - Group 5: Hydrant and Valve Repair Parts: U.S. Pipe Metro Small Barrel Pre-1994 Repair Parts, Tools, & Accessories**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-09 - Group 5: Hydrant and Valve Repair Parts: U.S. Pipe Sentinel Repair Parts, Tools, & Accessories**

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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-10 - Group 5: Hydrant and Valve Repair Parts: M&H 129 Reliant Repair Parts, Tools, & Accessories**

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

OCWUT 00035

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--05-11 - Group 5: Hydrant and Valve Repair Parts: M&H Gate and Tapping Valve Repair Parts**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--05-12 - Group 5: Hydrant and Valve Repair Parts: Clow F2500 Repair Parts, Tools, and Accessories**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--05-13 - Group 5: Hydrant and Valve Repair Parts: Clow Gate and Tapping Valve Repair Parts, Tools, & Accessories**
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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--05-14 - Group 5: Hydrant and Valve Repair Parts: Clow Medallion Repair Parts, Tools, & Accessories**
Quantity **1 each**
Percentage

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

Description

Enter price list less discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-15 - Group 5: Hydrant and Valve Repair Parts: Kennedy Gate and Tapping Valve Repair Parts, Tools, & Accessories**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-16 - Group 5: Hydrant and Valve Repair Parts: Kennedy K-81 Guardian Repair Parts, Tools, & Accessories**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24-05-17 - Group 5: Hydrant and Valve Repair Parts: Pratt Butterfly Valves Repair Parts, Tools, & Accessories**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

OCWUT 00035

Item **OCWUT 36-24--05-18 - Group 5: Hydrant and Valve Repair Parts: Vertical shoe for hydrants**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--05-19 - Group 5: Hydrant and Valve Repair Parts: EJ (East Jordan) Watermaster 5CD250 Repair, parts, Tools, and/or Accessories**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--05-20 - Group 5: Hydrant and Valve Repair Parts: EJ (East Jordan) Flowmaster RW Repair, Parts, Tools, & Accessories**
 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 discount percentage or fixed price for this item. When bidding discount percentage bidders must attach a catalog, price list, or website showing pricing for these items. Enter YES/NO in the Buyer Note field if bidder is a manufacturer or Authorized Distributor.

Item **OCWUT 36-24--06-01 - Group 6: Shop Labor: Shop Labor**
 Quantity **1 hour**
 Unit Price
 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 price per hour for shop labor.

Item **OCWUT 36-24--06-02 - Group 6: Shop Labor: Shop Labor**

Quantity **1 hour**

Unit Price

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

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1

Description

Bidders are to specify (YES/NO) in the Bidder's Comment Field whether they can meet the 24 hour service call response time per the specifications. If your company cannot meet the specified time, please note your emergency call response time.

Item **OCWUT 36-24--07-01 - Group 7: Federal Acquisition Regulations: Federal Acquisition Regulations**

Lot Description **FAR clauses**

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

I am willing to provide goods in accordance with the Federal Acquisition Regulations (FAR) contract clauses as it applies to goods and is attached to this bid as Exhibit A. Participation is optional, but must be indicated by YES/NO.

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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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(Published in the Journal Record on March 27, 2024, and April 3, 2024)

NOTICE TO BIDDERS

Notice is hereby given that Oklahoma City Water Utilities Trust (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the **1st day of May 2024**, for the following:

BID: OCWUT 36-24 **Name of Bid:** Fire Hydrants, Valves, Repair Kits, & Services

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

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

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

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NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Witness the hands of the parties hereto:

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

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

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

TO BE COMPLETED BY THE NOTARY:

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

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

Signed and sworn to
before me on this

day of

by

[Day]

[Month]

[Year]

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

My Commission
Number:

[Oklahoma]

Type Name of Notary Public

My Commission
Expires:

[Date/Year]

[49 Okla. Stat. 2011 §119]

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

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

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

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

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

Sales Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Billing Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

Service Contact:

Company Name:

Address:

Contact Person:

Email Address:

Telephone Number:

Fax Number:

After Hours Emergency Number(s)

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The City of OKLAHOMA CITY

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

VENDOR REGISTRATION FORM

Please print legibly or type this information. Form must be completed and signed by authorized individual.

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

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

Please provide the City Department or Employee you are working with:

City Department City Employee

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

Select all types of applicable update(s):

- Address Name Tax ID Contact Information ACH/EFT Other: _____

SDBE Program: Please select all applicable vendor characteristics:

- Disadvantaged Business Enterprise
- Small Business - as defined by the U.S. Small Business Administration
- Women-Owned Business - % women owned / controlled _____%
- Minority-Owned Business - % Minority owned / controlled _____%
- Ethnicity(ies) _____
- UEI Number - _____

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

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

Do you consent to receive Forms 1099 by email? _____

Do you wish to receive payments by electronic funds transfer? _____

Check here if same as PO address _____

PURCHASE ORDER ADDRESS		
BUSINESS NAME _____		
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP CODE _____
CONTACT PERSON _____		
EMAIL ADDRESS _____		
TELEPHONE NUMBER _____		

PAYMENT REMITTANCE ADDRESS		
BUSINESS NAME _____		
ADDRESS 1 _____		
ADDRESS 2 _____		
CITY _____	STATE _____	ZIP CODE _____
CONTACT PERSON _____		
EMAIL ADDRESS _____		
TELEPHONE NUMBER _____		

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

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

Return to Procurement Services:
vendorregistration@okc.gov

100 N. Walker, Suite #200
Oklahoma City, OK 73102
6(405)297-2594 Fax (405) 297-2142

Signature of Person Authorized to Sign Date Signed

Print Name Title

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) _____	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ <i>(Applies to accounts maintained outside the United States.)</i>	
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Social security number									
				-			-		
or									
Employer identification number									
				-					

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person	Date

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

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must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

Caution: If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

Note: If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding. Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).

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Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier.

What Is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all U.S. account holders that are specified U.S. persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you are no longer tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

- **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note for ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040 you filed with your application.

- **Sole proprietor.** Enter your individual name as shown on your Form 1040 on line 1. Enter your business, trade, or “doing business as” (DBA) name on line 2.

- **Partnership, C corporation, S corporation, or LLC, other than a disregarded entity.** Enter the entity’s name as shown on the entity’s tax return on line 1 and any business, trade, or DBA name on line 2.

- **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. Enter any business, trade, or DBA name on line 2.

- **Disregarded entity.** In general, a business entity that has a single owner, including an LLC, and is not a corporation, is disregarded as an entity separate from its owner (a disregarded entity). See Regulations section 301.7701-2(c)(2). A disregarded entity should check the appropriate box for the tax classification of its owner. Enter the owner’s name on line 1. The name of the owner entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For

example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner’s name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity’s name on line 2. If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, enter it on line 2.

Line 3a

Check the appropriate box on line 3a for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3a.

IF the entity/individual on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation.
• Individual or • Sole proprietorship	Individual/sole proprietor.
• LLC classified as a partnership for U.S. federal tax purposes or • LLC that has filed Form 8832 or 2553 electing to be taxed as a corporation	Limited liability company and enter the appropriate tax classification: P = Partnership, C = C corporation, or S = S corporation.
• Partnership	Partnership.
• Trust/estate	Trust/estate.

Line 3b

Check this box if you are a partnership (including an LLC classified as a partnership for U.S. federal tax purposes), trust, or estate that has any foreign partners, owners, or beneficiaries, and you are providing this form to a partnership, trust, or estate, in which you have an ownership interest. You must check the box on line 3b if you receive a Form W-8 (or documentary evidence) from any partner, owner, or beneficiary establishing foreign status or if you receive a Form W-9 from any partner, owner, or beneficiary that has checked the box on line 3b.

Note: A partnership that provides a Form W-9 and checks box 3b may be required to complete Schedules K-2 and K-3 (Form 1065). For more information, see the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

If you are required to complete line 3b but fail to do so, you may not receive the information necessary to file a correct information return with the IRS or furnish a correct payee statement to your partners or beneficiaries. See, for example, sections 6698, 6722, and 6724 for penalties that may apply.

Line 4 Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third-party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys’ fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space on line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2).

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- 2—The United States or any of its agencies or instrumentalities.
- 3—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities.
- 5—A corporation.
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or territory.
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission.
- 8—A real estate investment trust.
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940.
- 10—A common trust fund operated by a bank under section 584(a).
- 11—A financial institution as defined under section 581.
- 12—A middleman known in the investment community as a nominee or custodian.
- 13—A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
• Interest and dividend payments	All exempt payees except for 7.
• Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
• Barter exchange transactions and patronage dividends	Exempt payees 1 through 4.
• Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 5. ²
• Payments made in settlement of payment card or third-party network transactions	Exempt payees 1 through 4.

¹ See Form 1099-MISC, Miscellaneous Information, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) entered on the line for a FATCA exemption code.

- A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37).
- B—The United States or any of its agencies or instrumentalities.
- C—A state, the District of Columbia, a U.S. commonwealth or territory, or any of their political subdivisions or instrumentalities.
- D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i).
- E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i).

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state.

G—A real estate investment trust.

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940.

I—A common trust fund as defined in section 584(a).

J—A bank as defined in section 581.

K—A broker.

L—A trust exempt from tax under section 664 or described in section 4947(a)(1).

M—A tax-exempt trust under a section 403(b) plan or section 457(g) plan.

Note: You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, enter "NEW" at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have, and are not eligible to get, an SSN, your TIN is your IRS ITIN. Enter it in the entry space for the Social security number. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note: See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at www.SSA.gov. You may also get this form by calling 800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/EIN. Go to www.irs.gov/Forms to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to www.irs.gov/OrderForms to place an order and have Form W-7 and/or Form SS-4 mailed to you within 15 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and enter "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, you will generally have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon. See also *Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding*, earlier, for when you may instead be subject to withholding under chapter 3 or 4 of the Code.

Caution: A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

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Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.

You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.

You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third-party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor ²
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
6. Sole proprietorship or disregarded entity owned by an individual	The owner ³
7. Grantor trust filing under Optional Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))**	The grantor*

For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity ⁴
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing Form 1041 or under the Optional Filing Method 2, requiring Form 1099 (see Regulations section 1.671-4(b)(2)(i)(B))**	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name on line 1, and enter your business or DBA name, if any, on line 2. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

* **Note:** The grantor must also provide a Form W-9 to the trustee of the trust.

** For more information on optional filing methods for grantor trusts, see the Instructions for Form 1041.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, SSN, or other identifying information, without your permission to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax return preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity, or a questionable credit report, contact the IRS Identity Theft Hotline at 800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

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Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 877-777-4778 or TTY/TDD 800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 800-366-4484. You can forward suspicious emails to the Federal Trade Commission at spam@uce.gov or report them at www.ftc.gov/complaint. You can contact the FTC at www.ftc.gov/idtheft or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see www.IdentityTheft.gov and Pub. 5027.

Go to www.irs.gov/IdentityTheft to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and territories for use in administering their laws. The information may also be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payors must generally withhold a percentage of taxable interest, dividends, and certain other payments to a payee who does not give a TIN to the payor. Certain penalties may also apply for providing false or fraudulent information.

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Rebecca Cavnar
Administrative Specialist
The City of Oklahoma City
Utilities Department
Rebecca.Cavnar@okc.gov

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Fire Hydrants, Valves, Repair Kits, & Services

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

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

1. **EXAMINATION BY BIDDERS:** All Bidders must examine the specifications, drawings, schedules, special instructions and these general instructions and requirements prior to electronically submitting any Bid/Pricing Agreement/Contract. Failure to examine is at the Bidder's own risk as Bidder will be held to the terms, conditions and requirements therein.
2. **SUBMISSION OF FORMS REQUIRED FOR PRICING AGREEMENT/CONTRACT AWARD:** All bids must be completed electronically, on the forms provided by the Contracting Entity through the electronic bidding system. Bids will not be considered unless the Bid/Pricing Agreement/Contract form is completed, signed and submitted by the Bidder in the electronic bidding system. A Letter of Authorization should also be attached and submitted when the Bidder is not authorized by statute and the Bidder's organizational and establishing documents to sign and bind the Bidder to the Bid/Pricing Agreement/Contract documents. The 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 Bid/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.
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.

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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 Contracting Entity pursuant to this Bid or Proposal potentially become subject to the mandates of the Oklahoma Open Records Act, O.S. §§ 24A.1. *et seq.* The purpose of this Act is to ensure and facilitate the public’s right of access to and review of government records, so they may efficiently and intelligently exercise their inherent political power. Almost all “records,” as that term is defined in the Act, may be disclosed to the public upon request. Except where specific state or federal statutes create a specific and express exemption or confidential privilege, persons who submit information to public bodies have no right to keep this information from public access nor have a reasonable expectation that this information will be kept from public access.

If you believe that any of the information you have submitted to the Contracting Entity pursuant to this Bid or Proposal is exempt or confidential under a specific state or federal statute, and therefore not subject to public access under the Oklahoma Open Records Act, you must comply with the following:

1. Place said documents/records in a separate electronic file attachment marked “Confidential”. DO NOT label your entire Bid or Proposal as “Confidential” – label only those portions of the Bid or Proposal that you feel are exempt or are made confidential by state or federal law as “Confidential”.
2. For each such document for which you are claiming an exemption or a confidential privilege, identify the federal and/or state law that creates said privilege, e.g., for trade secrets, see 21 O.S. § 1732 (Larceny of Trade Secrets) and the Uniform Trade Secrets Act, 78 O.S. §§ 85, *et seq.*

Should an Open Records request be presented to the Contracting Entity requesting information you have identified as “Confidential,” you will be responsible for defending your position in the District Court, if needed.

If you fail to identify any records submitted as part of your Bid or Proposal as “Confidential”, you are agreeing that said records are not exempt or confidential and are subject to public access.

Upon receipt of a request by a third party to review or copy records properly identified as “Confidential,” you will be notified of the request and thereby given an opportunity to immediately enforce and protect your rights by initiating an action in a court of competent jurisdiction. Should you fail to timely bring an action to enforce your rights, then the requested records will be released by the Contracting Entity based upon its determination of the application of the Oklahoma Open Records Act.

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OCWUT 36-24 Fire Hydrants, Valves, Repair Kits, & Services

SPECIFICATIONS

INTENT OF CONTRACT

The Oklahoma City Water Utilities Trust (OCWUT), “Contracting Entity,” will accept electronic bids for the purchase of traffic model fire hydrants, hydrant and valve repair kits, valves, valve positioners, valve operators, and repair parts/services for the Utilities Department.

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 a participating Public Trust, of which The City of Oklahoma City is Beneficiary, 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 Bidder shall furnish and supply the items on the inventory list in accordance with the terms, conditions and provisions set forth herein.

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 the best interest of the Contracting Entity. You may bid on some or all items. If you stock only selected sizes of a part, please indicate the sizes you stock in the “Note to Buyer” field. If you choose not to bid on one of the items respond by typing, "No Bid" in the “Note to Buyer” field of the Line Item in the Periscope system.

RETAIL/CATALOG/PRICE LIST/WEBSITE PERCENTAGE DISCOUNT

The Contracting Entity’s Terms and Conditions supersede any and all Terms and Conditions as shown in catalog(s) submitted with the bid. The Bidder may bid discounts for repair parts and accessories for a retail location, from a catalog, price list, and/or website. A Bidder may also bid discounts for specific brands and/or specific items. The Contracting Entity shall receive the lowest price listed where the website and catalog prices conflict.

To bid a catalog, price list, and/or website discount, enter the catalog title/edition (digital if available), price list, and/or website address, and corresponding discount on the line item provided in the electronic bidding system.

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Specific brand(s) can be bid at a discount different than the overall catalog, price list and/or website discount on the line item provided in the electronic bidding system. To bid a specific item and not catalog, indicate model, brand, and corresponding discount for each item you bid on the line item provided in the electronic bidding system.

It is understood that manufacturers may periodically update their price list. The list price in effect at the time of the purchase shall apply.

Bidders/manufacturers may offer greater discounts based on volume or other incentives. Bidders are authorized to pass through any additional discounts to the Contracting Entity. In the event of a conflict between the discount price and any special pricing, the lower of the two prices shall prevail.

SUBSTITUTE OFFERS

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

PRICING AGREEMENT/CONTRACT PERIOD

The Bid/Pricing Agreement/Contract shall be effective for a period of three (3) years, with an option to renew for one (1) additional three (3) year term, as approved by the Contracting Entity. The Bid/Pricing Agreement/Contract shall be in effect commencing on the date of the 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:

- The ability, capacity, and skills utilized by the contracted 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.

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PRICING AGREEMENT/CONTRACT RENEWAL OPTION

Should the Contracting Entity desire to renew the Bid/Pricing Agreement/Contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Bid/Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

Upon receipt of the Contracting Entity's preliminary notice, the Bidder shall, if desired, submit a written agreement to continue Pricing Agreement/Contract performance for an additional three-year period.

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 three years without approval of the Contracting Entity.

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

DELIVERY

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

The Contracting Entity shall not be held liable for any and all damages sustained by Bidders for delivery of materials and/or services awarded by Bid/Pricing Agreement/Contract.

Bidder's delivery schedule shall be an important criterion in the evaluation of bids and recommendations for awards. The successful Bidder shall be required to deliver materials and supplies **within 30 calendar days** after receipt of a purchase order from the Contracting Entity.

The delivery location(s) are as follows:

Location	Address	Contact Person	Phone No.
Line Maintenance Division	621 N. Pennsylvania Ave. Oklahoma City, OK 73107	Herbert Jones, Warehouse Manager	405-297-2810
		Warehouse Counter	405-297-2983

OCWUT reserves the right to pick up any and all items at the awarded Bidder facility. Awarded Bidder will be notified with the order if shipping is not necessary. The awarded Bidder must load items on OCWUT vehicles when picked up.

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Specific Delivery Requirements

All deliveries shall be made Monday through Friday and arriving no earlier than 9:00 a.m. extending to such time that a normal unloading can be accomplished before 2:00 p.m. Unusual circumstances will receive consideration for any variance from these days and hours.

Inspection and Acceptance at Destination

Final inspection and acceptance shall be at destination. Although source inspection by the Contracting Entity is not anticipated under this Bid/Pricing Agreement/Contract, the provisions of this article shall in no way be construed to limit the rights of the Contracting Entity to otherwise conduct source inspections which it deems to be appropriate.

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 specifications. Inside delivery is required unless specifically and expressly stated in the specifications. Delivery location will be stated on each order as it is placed.

COMMERCIAL PACKAGING

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

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)

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

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

The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:

- a) Quantities of items needed under conditions of emergency or public exigency as approved by the Purchasing Agent.
- b) Quantities of items obtainable from State contracts, as approved by the Purchasing Agent.
- c) Quantities of items where federal funds are involved, and other action is warranted for federal regulatory compliance purposes.
- d) Quantities of items awarded under specific and separate Bid/Pricing Agreements/Contracts.
- e) Quantities of items which otherwise are determined to be outside the general scope and intent of this Bid/Pricing Agreement/Contract.

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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.

The Contracting Entity may request Bidder provide quantity discounts when making larger purchases. Quantity discounts will be requested from all Bidders when multiple Bid/Pricing Agreements/Contracts are awarded.

There shall be no minimum quantity requirements associated with pricing and delivery. The Contracting Entity shall provide the amount requested without having a minimum amount or quantity ordered.

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.

PAYMENT METHODS

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

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

PAYMENT/INVOICE

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.

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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.

WARRANTY

The Bidder warrants that at the time of delivery, all items furnished under this Bid/Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Bid/Pricing Agreement/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:

- a) Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense; or
- b) Require an equitable adjustment in the Bid/Pricing Agreement/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.

GENERAL PROVISIONS

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

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Anti/Non-collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Supplier Contact Form
- e. Technical Specifications
- f. Oklahoma Open Records Act and Confidential Information
- g. W-9 Request for Taxpayer Identification Number and Certification
- h. Vendor Registration Form

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- i. Exhibit A – Federal Acquisition Regulations
- j. Bid Form A – Technical Questionnaire

INSURANCE REQUIREMENTS

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

WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE:

The Bidder shall carry Worker's Compensation Insurance in amounts as prescribed by the laws of the State of Oklahoma.

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

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

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

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

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

The insurance policies required herein shall be issued by a company authorized to do business in the state of Oklahoma and acceptable to Contracting Entity. Upon request, the Contracting Entity shall be furnished with a Certificate of Insurance evidencing all of the above-referenced requirements. All policies shall be in the form of an "occurrence" insurance coverage or policy.

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

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

SAFETY/RESPONSIBILITY

The Bidder is to assure their employees are work and safety-trained, knowledgeable of all job-related hazards and must document the training of their employees. The Bidder must assure employees follow all safety rules; and must report to plant personnel any hazards and/or occurrence.

SAFETY DATA SHEETS

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

- Submitted as part of the proposal document
- Submitted prior to Agreement/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 the Contracting Entity. The appropriate proposal number, Bid/Pricing Agreement/Contract number, delivery ticket number, or invoice number shall be clearly marked on the safety data sheet or the composite concentration lists. Information regarding Safety Data

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Sheets can be found on-line at <https://www.osha.gov/Publications/OSHA3514.html>. Any question regarding this requirement should be directed to the following address:

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

BRAND NAMES/EXAMPLES

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

Specific brand names are used solely for reference. The Contracting Entity will consider any lines, which have been previously accepted by the Utilities Department, Engineering Division located online at <https://www.okc.gov/home/showdocument?id=8>.

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 Bid/Pricing Agreement/Contract to the lowest and best bidder(s) depending upon the selection criteria.

WHOLE AGREEMENT

It is expressly agreed by and between the parties hereto that the provisions embodied in the General Instructions and Requirements for Bidders, Specifications and Technical Specifications 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 a part of the Bid/Pricing Agreement/Contract.

INDEPENDENT BIDDER

Bidder is, and shall always remain, an independent Bidder with respect to activities and conduct while engaged in the performance of services for the Contracting Entity under this Bid/Pricing Agreement/Contract. It is expressly understood and agreed by the parties that Bidder shall provide all items and 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 item, 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/or the Bidder.

INDEMNITY REQUIREMENTS

The Bidder assumes all risks incident to or in connection with its purpose to be conducted herein under and shall indemnify, defend and save Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Bidder's

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operations and transportation of the Contracting Entity's equipment to and from repair site regardless of fault and arising from acts or omissions of its employees regardless of fault and shall indemnify, defend, and save harmless Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation.

ADDENDA

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

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 pricing agreement are not binding.

Technical questions are to be addressed through the electronic bidding system and the Contracting Entity will respond electronically and issue addenda if it deems necessary.

These specifications constitute a vital part of the Bidder's bid. The 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, City staff, etc.) either directly or indirectly through others in which the Bidder seeks to influence any representative of the Contracting Entity regarding any matters pertaining to this solicitation.

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

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

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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.

AWARD METHODOLOGY

The Contracting Entity anticipates awarding the Pricing Agreement for “OCWUT 27-24” on the Bidder’s ability to meet the requirements of the specifications, lowest and best unit price and best delivery schedule.

- A. The Contracting Entity reserves the right to award this Bid/Pricing Agreement/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.

- B. The Contracting Entity may choose to award contract(s) of a particular item or group of items to one or more Bidder. Generally, the Bidder (s) will be identified as Primary or Secondary Bidder 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.

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TECHNICAL SPECIFICATIONS

Pricing must be submitted in Periscope, the electronic bidding system. Technical questions are to be addressed through the electronic bidding system and the Contracting Entity will respond electronically if it deems necessary.

General

Bidder must submit pricing and complete a Technical Questionnaire (Bid Form A) for each hydrant brand through the electronic bidding system.

The Contracting Entity’s Terms and Conditions supersede any and all Terms and Conditions as shown in catalogues submitted with bids.

Group 1: Traffic Model Fire Hydrants

General

All fire hydrants furnished under these specifications shall be of dry-top model design conforming to **AWWA Standard for Waterworks Service, AWWA #C-502 Standard for Dry Top Fire Hydrants**, latest revision, with the selective details listed.

Brands of Fire Hydrants

Fire Hydrants furnished under this contract shall be one of the brands listed below, with all selective requirements noted:

- American Flow Control Darling Model B84B-5
- Clow Medallion
- EJ (East Jordan) Watermaster® 5CD250
- Mueller Super Centurion 200 Model A-423 (REPAIR PARTS ONLY)
- U.S. Metropolitan – 94 (REPAIR PARTS ONLY)
- M & H Model 129 (REPAIR PARTS ONLY)

NO OTHER BRAND/MODEL OF FIRE HYDRANT IS APPROVED BY THE CITY OF OKLAHOMA CITY AND WILL NOT BE CONSIDERED FOR PURCHASE.

Drawing and Parts List

Each vendor bidding on these specifications shall have on file at the Oklahoma City Utilities Department (Engineering Division), and at the Oklahoma City Public Works Department, certified reproducible assembly drawings – approved by the City Engineer and by the Utilities Director – of the hydrants to be furnished under these specifications, and shall refer to the specific drawing number in their bid. Offerings having exceptions or modifications of design must be accompanied by new detailed drawings and statements of changes effected. **Failure to meet these requirements shall be sufficient cause for disqualification of bid.**

Drawings furnished under this requirement shall show principal dimensions, including metal

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thickness and construction details of materials used in all parts of the hydrant ready to install shall be stated.

Each vendor bidding on these specifications shall submit comprehensive parts list with sufficient drawings, detailed language, and component number to clearly identify replacement parts, tools, and accessories

Group 2: Ductile Iron Bodied Butterfly Valves

General

All butterfly valves and components shall be manufactured in strict compliance with ANSI/AWWA AC504-87 (Revision of ANSI/AWWA C504-00) titled **AWWA Standard for Rubber-Seated Butterfly Valves**.

Approved valves can be viewed here: <https://www.okc.gov/departments/public-works/engineer-architect-resources/standards>. Under Standard Specifications – Section 250.

Bidders who are bidding valves not approved or specifically identified, may provide pricing for their equivalent valves and they will be evaluated to be approved.

IRON BODIES

Valves shall have been previously approved by the Oklahoma City Utilities Department: ref. the above-cited standard, Section 1.1.1.4, Mechanical-joint-end valves; class 150B in sizes 3” through 24”, and all classes in sizes 30” through 48”. Responsibility rests with the bidder(s) submit materials that meet with our minimum requirements for approval.

MECHANICAL JOINTS

Mechanical-joint bell dimensions shall conform to ANSI/AWWA C111/A21.11. Slots with the same width as the diameter of the bolt holes may be provided, instead of holes in the bell flange, only at those places where the valve body interferes with the inserting of bolts. Unless otherwise, specifically requested by OCWUT, bodies of all valves shall be cast of iron, ductile iron, and/or alloy cast iron.

BRONZE OR BRASS

Components of bronze and/or brass shall be made to ASTM or Copper Development Association recognized alloy specifications.

TESTS

Whenever valve components are to be made in conformance with ASTM or other standards that include test requirements or testing procedures, the valve manufacturer shall meet such requirements or procedures. The records of such test shall be made available if required by OCWUT.

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ACCESSORIES

All butterfly valves shall be furnished complete with beveled-gasket-type Mechanical Joint accessories, as well as any other recognized necessary appurtenances. (The accessories should include a gland pack. The gland pack will contain gaskets, bolts, nuts, and glands for the valve and any parts required for installation.)

Group 3: Ductile Iron Bodied Gate Valves and Tapping Valves

General

All valves and components of Group 3 shall conform to **AWWA specifications C509**. Bidders are responsible for submitting materials for approval that meet the minimum requirements.

IRON BODIES

Valves shall be American Flow Control, M & H, Clow, EJ (East Jordan) or equal, approved by OCWUT; non-rising stem; open left; parallel seat designed for 175 lbs. working pressure in sizes from 2" through 12", and 150 lbs. working pressure in sizes from 14" through 48"; and shall conform to the latest AWWA specifications.

If items bid in sizes 1" through 14" are of the resilient seat type, they shall be required to meet or exceed the requirements of **ANSI/AWWA 509** latest revision. Valves shall be provided with beveled-type mechanical joint accessories. Sealing mechanism shall provide zero leakage at the water working pressure against line flow from either direction and be designed so that no exposed metal seams, edges, screws, etc. are within the waterway in the closed position.

Tapping Valves are to have connecting flanges, standard 125 lbs. with centering lip on the valve flange to fit recess or counterbore on the outlet tapping sleeve flange. The outlet end of the valve shall have a combination mechanical joint end and tapping matching flange. Bolts furnished for the tapping sleeve flange outlet shall be galvanized, sherardized, cadmium plated or equal. All valves shall open left (counterclockwise) and contain O-ring stuffing box. Unless otherwise specified in the form for bidders, valves shall be equipped with standard operating nut.

OKLAHOMA CITY STANDARD SPECIFICATIONS SECTION 520.1

- (1) Gate (Metal Seated) AWWA C-500 & C-515
- (2) Gate (Resilient Seated) AWWA C-509 & C-515
- (3) Tapping AWWA C-500 & C-515 3" – 48"

The following City approved gate valves are listed below:

American Flow Control, Series 2500-1, R W
M&H, Style 4067, R W
Clow, Model 2639/2640, R W
EJ (East Jordan), FlowMaster®, R W

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Group 4: Mechanical Joint Valves

See electronic submittal for line items.

Group 5: Hydrant & Valve Repair Parts

See electronic submittal for line items.

Group 6: Shop Labor & Service Call Response Time

See electronic submittal for line items.

Group 7: Federal Acquisition Regulations

Bidders must indicate whether they are willing to provide goods in accordance with the Federal Acquisition Regulations (FAR) contract clauses as it applies to goods. See Periscope Item list to indicate Yes or No regarding FAR. Participation is optional but must be indicated either way. Exhibit A contains the applicable FAR contract clauses.

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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 CONTRACTING ENTITY

City of Oklahoma City or related Public Trust:

This letter authorizes _____
(PRINTED NAME OF AUTHORIZED AGENT)

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

Sincerely,

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

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

NOTE: If the Contracting 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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SECTION I

Contract Clauses

In the event of any inconsistencies between non-mandatory FAR and DFARS clauses incorporated by reference herein or elsewhere and any clauses set forth in full text in this Contract, the full text clauses shall control.

I.1 FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this address:

<https://www.ecfr.gov/>
(End of Clause)

I.2 FAR Clauses

The following FAR clauses are incorporated by reference:

FAR Paragraph	Clause Title	IAW	Date
52.202-1	Definitions	FAR 2.201	Jun 2020
52.203-3	Gratuities	FAR 3.202	Apr 1984
52.203-5	Covenant Against Contingent Fees	FAR 3.404	May 2014
52.203-6	Restrictions on Subcontractor Sales to the Government	FAR 3.503-2	Jun 2020
52.203-7	Anti-Kickback Procedures	FAR 3.502-3	Jun 2020
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	FAR 3.104-9(a)	May 2014
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity	FAR 3.104-9(b)	May 2014
52.203-12	Limitation on Payments to Influence Certain Federal Transactions	FAR 3.808(b)	Jun 2020
52.203-13	Contractor Code of Business Ethics and Conduct	FAR 3.1004(a)	Jun 2020
52.203-17	Contractor Employee Whistleblower Rights and Requirements to Inform Employees of Whistleblower Rights	FAR 3.908-9	Jun 2020
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	FAR 3.909-3(b)	Jan 2017
52.204-4	Printed or Copied Double-sided on Postconsumer Fiber Content Paper	FAR 4.303	May 2011
52.204-9	Personal Identity Verification of Contractor Personnel	FAR 4.1303	Jan 2011

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FAR Paragraph	Clause Title	IAW	Date
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	FAR 4.1403(a)	Jun 2020
52.204-13	System for Award Management Maintenance	FAR 4.1105(b)	Oct 2018
52.204-19	Incorporation by Reference of Representations and Certifications	FAR 4.1202(b)	Dec 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities	FAR 4.2004	Jul 2018
52.207-3	Right of First Refusal of Employment	FAR 7.305(c)	May 2006
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	FAR 9.409	Jun 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	FAR 9.104-7(c)	Oct 2018
52.215-2	Audit and Records – Negotiation	FAR 15.209(b)	Jun 2020
52.215-8	Order of Precedence – Uniform Contract Format See Section C.1 of contract	FAR 15.209(h)	Oct 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data—Modifications	FAR 15.408(c)	Jun 2020
52.215-13	Subcontractor Certified Cost or Pricing Data— Modifications <i>DEVIATION 2018-00015</i>	FAR 15.408(e)	Jun 2020 May 2018
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data – Modifications	FAR 15.408(m)	Jun 2020
52.219-8	Utilization of Small Business Concerns	FAR 19.708(a)	Oct 2018
52.219-9	Small Business Subcontracting Plan <i>Alternate II</i>	FAR 19.708(b)	Jun 2020 Alt II Nov 2016
52.219-16	Liquidated Damages—Subcontracting Plan	FAR 19.708(b)(2)	Jan 1999
52.219-28	Post-Award Small Business Program Representation	FAR 19.309(c)	May 2020
52.222-1	Notice to the Government of Labor Disputes	FAR 22.103-5(a)	Feb 1997
52.222-3	Convict Labor	FAR 22.202	Jun 2003
52.222-4	Contract Work Hours and Safety Standards—Overtime Compensation	FAR 22.305	Mar 2018
52.222-21	Prohibition of Segregated Facilities	FAR 22.810(a)(1)	Apr 2015
52.222-26	Equal Opportunity	FAR 22.810(e)	Sep 2016

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FAR Paragraph	Clause Title	IAW	Date
52.222-37	Employment Reports on Veterans	FAR 22.1310(b)	Jun 2020
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	FAR 22.1605	Dec 2010
52.222-50	Combating Trafficking in Persons	FAR 22.1705(a)(1)	Jan 2019
52.222-54	Employment Eligibility Verification	FAR 22.1803	Oct 2015
52.223-3	Hazardous Material Identification and Material Safety Data	FAR 23.303	Jan 1997
52.223-5	Pollution Prevention and Right-to-Know Information <i>Alternate I</i>	FAR 23.1005(b)	May 2011 Alt I May 2011
52.223-6	Drug-Free Workplace	FAR 23.505	May 2001
52.223-12	Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners	FAR 23.804(a)(2)	Jun 2016
52.223-18	Encouraging Contractor Policies to Ban Text Messaging While Driving	FAR 23.1105	Jun 2020
52.225-13	Restrictions on Certain Foreign Purchases	FAR 25.1103(a)	Jun 2008
52.227-1	Authorization and Consent	FAR 27.201-2(a)(1)	Jun 2020
52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	FAR 27.201-2(b)	Jun 2020
52.228-5	Insurance-Work on a Government Installation	FAR 28.310	Jan 1997
52.232-1	Payments	FAR 32.111(a)(1)	Apr 1984
52.232-8	Discounts for Prompt Payment	FAR 32.111(b)(1)	Feb 2002
52.232-11	Extras	FAR 32.111(c)(2)	Apr 1984
52.232-17	Interest	FAR 32.611(a) and (b)	May 2014
52.232-18	Availability of Funds	FAR 32.706-1(a)	Apr 1984
52.232-23	Assignment of Claims <i>Alternate I</i>	FAR 32.806(a)(1)	May 2014 Alt I Apr 1984
52.232-25	Prompt Payment	FAR 32.908(c)	Jan 2017
52.232-33	Payment by Electronic Funds Transfer - System for Award Management	FAR 32.1110(a)(1)	Oct 2018
52.232-39	Unenforceability of Unauthorized Obligations	FAR 32.706-3	Jun 2013

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FAR Paragraph	Clause Title	IAW	Date
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	FAR 32.009-2	Dec 2013
52.233-1	Disputes <i>Alternate I</i>	FAR 33.215	May 2014 Alt I Dec 1991
52.233-3	Protest after Award	FAR 33.106(b)	Aug 1996
52.233-4	Applicable Law for Breach of Contract Claim	FAR 32.215(b)	Oct 2004
52.237-2	Protection of Government Buildings, Equipment, and Vegetation	FAR 37.110(b)	Apr 1984
52.237-3	Continuity of Services	FAR 37.110(c)	Jan 1991
52.242-13	Bankruptcy	FAR 42.903	Jul 1995
52.243-1	Changes – Fixed-Price <i>Alternate I</i>	FAR 43.205(a)(1)(2)	Aug 1987 Alt I Apr 1984
52.244-6	Subcontracts for Commercial Items	FAR 44.403	Jun 2020
52.246-25	Limitation of Liability – Services	FAR 46.805(a)(4)	Feb 1997
52.248-1	Value Engineering	FAR 48.201	Jun 2020
52.249-2	Termination for Convenience of the Government (Fixed-Price)	FAR 49.502(b)(1)(i)	Apr 2012
52.249-8	Default (Fixed-Price Supply and Service)	FAR 49.504(a)(1)	Apr 1984
52.252-6	Authorized Deviations in Clauses	FAR 52.107(f)	Apr 1984
52.253-1	Computer Generated Forms	FAR 53.111	Jan 1991

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I.2.1 Disputes

The requirements of the Disputes clause at FAR 52.233-1 are supplemented to provide that in regard to the interpretation of retail rates, rate schedules and items directly related to rates and rate schedules provided under this contract, the parties agree to accept as authoritative the interpretation of any statewide public utility regulatory authority with jurisdiction over the contractor. The Government shall not be bound to accept as authoritative interpretations that conflict with Federal law or regulation or that are found by any administrative or judicial forum to: 1) result in discrimination against the Installation; 2) have resulted from abuse of discretion; or 3) have directly or indirectly resulted from any failure on the part of the regulatory authority or its members to comply with applicable laws and regulations.

I.3 DFARS Clauses Incorporated by Reference

The use in this contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

The following DFARS clauses are incorporated by reference:

DFARS Paragraph	Clause Title	IAW	Date
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	DFARS 203.171-4(a)	Sep 2011
252.203-7001	Prohibition on Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DFARS 203.570-3	Dec 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	DFARS 203.970	Sep 2013
252.203-7003	Agency Office of the Inspector General	DFARS 203.1004(a)	Aug 2019
252.203-7004	Display of Hotline Posters	DFARS 203.1004(b)(2)(ii)	Aug 2019
252.204-7000	Disclosure of Information	DFARS 204.404-70(a)	Oct 2016
252.204-7003	Control of Government Personnel Work Product	DFARS 204.404-70(b)	Apr 1992
252.204-7004	Level I Antiterrorism Awareness Training for Contractors	DFARS 204.7203	Feb 2019
252.205-7000	Provision of Information to Cooperative Agreement Holders	DFARS 205.470	Dec 1991
252.209-7004	Subcontracting with Firms that Are Owned or Controlled by the Government of a Country that is a State Sponsor of Terrorism	DFARS 209.409	May 2019
252.219-7003	Small Business Subcontracting Plan (DoD Contracts)—Basic	DFARS 219.708(b)(1)(A) and (b)(1)(A)(1)	Dec 2019
252.223-7001	Hazard Warning Labels	DFARS 223.303	Dec 1991
252.223-7004	Drug-Free Work Force	DFARS 223.570-2	Sep 1988
252.223-7006	Prohibition on Storage, Treatment, and Disposal of Toxic or Hazardous Materials--Basic	DFARS 223.7106 and 223.7106(a)	Sep 2014
252.223-7008	Prohibition of Hexavalent Chromium	DFARS 223.7306	Jun 2013
252.225-7012	Preference for Certain Domestic Commodities	DFARS 225.7002-3(a)	Dec 2017
252.225-7048	Export Controlled Items	DFARS 225.7901-4	Jun 2013
252.226-7001	Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	DFARS 226.104	Apr 2019
252.231-7000	Supplemental Cost Principles	DFARS 231.100-70	Dec 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DFARS 232.7004(a)	Dec 2018
252.232-7010	Levies on Contract Payments	DFARS 232.7102	Dec 2006

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DFARS Paragraph	Clause Title	IAW	Date
252.235-7003	Frequency Authorization – Basic	DFARS 235.072(b)(1)	Mar 2014
252.236-7005	Airfield Safety Precautions	DFARS 236.570(b)(3)	Dec 1991
252.243-7001	Pricing of Contract Modifications	DFARS 243.205-70	Dec 1991
252.243-7002	Requests for Equitable Adjustment	DFARS 243.205-71	Dec 2012
252.244-7000	Subcontracts for Commercial Items and Commercial Components (DOD Contracts)	DFARS 244.403	Jun 2013
252.247-7023	Transportation of Supplies by Sea—Basic	DFARS 247.574(b)(1)	Feb 2019

I.4 Utility Services Clauses Incorporated by Reference

The following Utility Services FAR and DFARS clauses are incorporated herein by reference.

Paragraph	Clause Title	IAW	Date
52.241-4	Change in Class of Service (Applicable to Tariff Priced Contracts Only)	FAR 41.501(c)(3)	Feb 1995
52.241-5	Contractor's Facilities	FAR 41.501(c)(4)	Feb 1995
52.241-11	Multiple Service Locations	FAR 41.501(d)(5)	Feb 1995
252.241-7001	Government Access	DFARS 241.501-70(b)	Dec 1991

I.5 Clauses Incorporated by Reference: Construction Wage Rates Requirements

The following FAR clauses are incorporated by reference and apply to Initial System Deficiency Corrections, subsequent System Deficiency Corrections, and new connections that involve construction, alteration, or repair (including painting or decorating).

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Paragraph	Clause Title	IAW	Date
52.222-6	Construction Wage Rate Requirements	FAR 22.407(a)	Aug 2018
52.222-7	Withholding of Funds	FAR 22.407(a)	May 2014
52.222-8	Payrolls and Basic Records	FAR 22.407(a)	Aug 2018
52.222-9	Apprentices and Trainees	FAR 22.407(a)	Jul 2005
52.222-10	Compliance with Copeland Act Requirements	FAR 22.407(a)	Feb 1988
52.222-11	Subcontracts (Labor Standards)	FAR 22.407(a)	May 2014
52.222-12	Contract Termination – Debarment	FAR 22.407(a)	May 2014
52.222-13	Compliance with Construction Wage Rate Requirements and Related Regulations	FAR 22.407(a)	May 2014
52.222-14	Disputes Concerning Labor Standards	FAR 22.407(a)	Feb 1988
52.222-15	Certification of Eligibility	FAR 22.407(a)	May 2014

I.6 Other Clauses and Contract Texts

FAR 52.204-21 Basic Safeguarding of Covered Contractor Information Systems (Jun 2016)

(a) *Definitions.* As used in this clause--

“Covered contractor information system” means an information system that is owned or operated by a contractor that processes, stores, or transmits Federal contract information.

“Federal contract information” means information, not intended for public release, that is provided by or generated for the Government under a contract to develop or deliver a product or service to the Government, but not including information provided by the Government to the public (such as on public Web sites) or simple transactional information, such as necessary to process payments.

“Information” means any communication or representation of knowledge such as facts, data, or opinions, in any medium or form, including textual, numerical, graphic, cartographic, narrative, or audiovisual (Committee on National Security Systems Instruction (CNSSI) 4009).

“Information system” means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information (44 U.S.C. 3502).

“Safeguarding” means measures or controls that are prescribed to protect information systems.

(b) Safeguarding requirements and procedures.

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- (1) The Contractor shall apply the following basic safeguarding requirements and procedures to protect covered contractor information systems. Requirements and procedures for basic safeguarding of covered contractor information systems shall include, at a minimum, the following security controls:
- (i) Limit information system access to authorized users, processes acting on behalf of authorized users, or devices (including other information systems).
 - (ii) Limit information system access to the types of transactions and functions that authorized users are permitted to execute.
 - (iii) Verify and control/limit connections to and use of external information systems.
 - (iv) Control information posted or processed on publicly accessible information systems.
 - (v) Identify information system users, processes acting on behalf of users, or devices.
 - (vi) Authenticate (or verify) the identities of those users, processes, or devices, as a prerequisite to allowing access to organizational information systems.
 - (vii) Sanitize or destroy information system media containing Federal Contract Information before disposal or release for reuse.
 - (viii) Limit physical access to organizational information systems, equipment, and the respective operating environments to authorized individuals.
 - (ix) Escort visitors and monitor visitor activity; maintain audit logs of physical access; and control and manage physical access devices.
 - (x) Monitor, control, and protect organizational communications (i.e., information transmitted or received by organizational information systems) at the external boundaries and key internal boundaries of the information systems.
 - (xi) Implement subnetworks for publicly accessible system components that are physically or logically separated from internal networks.
 - (xii) Identify, report, and correct information and information system flaws in a timely manner.
 - (xiii) Provide protection from malicious code at appropriate locations within organizational information systems.
 - (xiv) Update malicious code protection mechanisms when new releases are available.
 - (xv) Perform periodic scans of the information system and real-time scans of files from external sources as files are downloaded, opened, or executed.

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(2) *Other requirements.* This clause does not relieve the Contractor of any other specific safeguarding requirements specified by Federal agencies and departments relating to covered contractor information systems generally or other Federal safeguarding requirements for controlled unclassified information (CUI) as established by Executive Order 13556.

(c) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts under this contract (including subcontracts for the acquisition of commercial items, other than commercially available off-the-shelf items), in which the subcontractor may have Federal contract information residing in or transiting through its information system.

(End of clause)

FAR 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (Aug 2020)

(a) *Definitions.* As used in this clause--

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means--

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

(2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);

(3) Telecommunications or video surveillance services provided by such entities or using such equipment; or

(4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means--

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(1) Defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

(2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled--

(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or

(ii) For reasons relating to regional stability or surreptitious listening;

(3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities);

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817). Substantial or essential component means any component necessary for the proper function or performance of a piece of equipment, system, or service.

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.

(b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an

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exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

(2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

(c) Exceptions. This clause does not prohibit contractors from providing--

(1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(d) Reporting requirement.

(1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at <https://dibnet.dod.mil>. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at <https://dibnet.dod.mil>.

(2) The Contractor shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts

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it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

(End of clause)

FAR 52.222-35: Equal Opportunity for Veterans (Jun 2020)

(a) *Definitions.* As used in this clause--

“Active duty wartime or campaign badge veteran,” “Armed Forces service medal veteran,” “disabled veteran,” “protected veteran,” “qualified disabled veteran,” and “recently separated veteran” have the meanings given at Federal Acquisition Regulation (FAR) 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of Clause)

FAR 52.222-36: Equal Opportunity for Workers with Disabilities (Jun 2020)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

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(End of Clause)

FAR 52.241-2: Order of Precedence—Utilities (FEB 1995)

In the event of any inconsistency between the terms of this contract (including the specifications) and any rate schedule, rider, or exhibit incorporated in this contract by reference or otherwise, or any of the Contractor's rules and regulations, Section C.1, Precedence, of this contract shall control.

(End of clause)

FAR 52.241-3: Scope and Duration of Contract (FEB 1995)

(a) For the period identified in F.2, Commencement of Service, the Contractor agrees to furnish and the Government agrees to purchase the utility services as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(End of clause)

FAR 52.241-6: Service Provisions (FEB 1995)

(a) Measurement of service.

(1) If required under the terms of the contract, the Contractor shall provide suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense.

(2) When applicable, the Contractor shall read all meters at periodic intervals of approximately 30 days unless otherwise identified in this contract.

(b) Meter test.

(1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters, if any, at intervals identified in this contract. The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests may be grounds for a request for equitable adjustment.

(c) Change in volume or character. Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) Continuity of service and consumption. The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, and, unless otherwise stated in this contract, shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods,

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earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities.

(End of clause)

FAR 52.241-7: Change in Rates or Terms and Conditions of Service for Regulated Services (FEB 1995)

(a) This clause applies to the extent services furnished under this contract are subject to regulation by a regulatory body. The Contractor agrees to give the Contracting Officer written notice of

(1) the filing of an application for change in rates or terms and conditions of service concurrently with the filing of the application and

(2) any changes pending with the regulatory body as of the date of contract award. Such notice shall fully describe the proposed change. If, during the term of this contract, the regulatory body having jurisdiction approves any changes, the Contractor shall forward to the Contracting Officer a copy of such changes within 15 days after the effective date thereof. The Contractor agrees to continue furnishing service under this contract in accordance with the amended tariff, and the Government agrees to pay for such service at the higher or lower rates as of the date when such rates are made effective.

(b) The Contractor agrees that throughout the life of this contract the applicable published and unpublished rate schedule(s) shall not be in excess of the lowest cost published and unpublished rate schedule(s) available to any other customers of the same class under similar conditions of use and service.

(c) In the event that the regulatory body promulgates any regulation concerning matters other than rates which affects this contract, the Contractor shall immediately provide a copy to the Contracting Officer. The Government shall not be bound to accept any new regulation inconsistent with Federal laws or regulations.

(d) Any changes to rates or terms and conditions of service, if in accordance with the terms of this contract, will become effective upon the issuance of a contract modification (unless otherwise specified in the contract). The effective date of the change shall be the effective date by the regulatory body. Any factors not governed by the regulatory body will have an effective date as agreed to by the parties.

(End of Clause)

FAR 52.243-7: Notification of Changes (Jan 2017)

(a) Definitions. "Contracting Officer," as used in this clause, does not include any representative of the Contracting Officer.

"Specifically Authorized Representative (SAR)," as used in this clause, means any person the Contracting Officer has so designated by written notice (a copy of which shall be provided to the Contractor) which shall refer to this subparagraph and shall be issued to the designated representative before the SAR exercises such authority.

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(b) Notice. The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Administrative Contracting Officer in writing promptly, within 15 calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state --

- (1) The date, nature, and circumstances of the conduct regarded as a change;
- (2) The name, function, and activity of each Government individual and Contractor official or employee involved in or knowledgeable about such conduct;
- (3) The identification of any documents and the substance of any oral communication involved in such conduct;
- (4) In the instance of alleged acceleration of scheduled performance or delivery, the basis upon which it arose;
- (5) The particular elements of contract performance for which the Contractor may seek an equitable adjustment under this clause, including --
 - (i) What line items have been or may be affected by the alleged change;
 - (ii) What labor or materials or both have been or may be added, deleted, or wasted by the alleged change;
 - (iii) To the extent practicable, what delay and disruption in the manner and sequence of performance and effect on continued performance have been or may be caused by the alleged change;
 - (iv) What adjustments to contract price, delivery schedule, and other provisions affected by the alleged change are estimated; and
- (6) The Contractor's estimate of the time by which the Government must respond to the Contractor's notice to minimize cost, delay or disruption of performance.

(c) Continued performance. Following submission of the notice required by paragraph (b) of this clause, the Contractor shall diligently continue performance of this contract to the maximum extent possible in accordance with its terms and conditions as construed by the Contractor, unless the notice reports a direction of the Contracting Officer or a communication from a SAR of the Contracting Officer, in either of which events the Contractor shall continue performance; provided, however, that if the Contractor regards the direction or communication as a change as described in paragraph (b) of this clause, notice shall be given in the manner provided. All directions, communications, interpretations, orders and similar actions of the SAR shall be reduced to writing promptly and copies furnished to the Contractor and to the Contracting Officer. The Contracting Officer shall promptly countermand any action which exceeds the authority of the SAR.

(d) Government response. The Contracting Officer shall promptly, within 60 calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either --

- (1) Confirm that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance;

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- (2) Countermand any communication regarded as a change;
- (3) Deny that the conduct of which the Contractor gave notice constitutes a change and when necessary direct the mode of further performance; or
- (4) In the event the Contractor's notice information is inadequate to make a decision under subparagraphs (d)(1), (2), or (3) of this clause, advise the Contractor what additional information is required, and establish the date by which it should be furnished and the date thereafter by which the Government will respond.

(e) Equitable adjustments.

(1) If the Contracting Officer confirms that Government conduct effected a change as alleged by the Contractor, and the conduct causes an increase or decrease in the Contractor's cost of, or the time required for, performance of any part of the work under this contract, whether changed or not changed by such conduct, an equitable adjustment shall be made --

- (i) In the contract price or delivery schedule or both; and
- (ii) In such other provisions of the contract as may be affected.

(2) The contract shall be modified in writing accordingly. In the case of drawings, designs or specifications which are defective and for which the Government is responsible, the equitable adjustment shall include the cost and time extension for delay reasonably incurred by the Contractor in attempting to comply with the defective drawings, designs or specifications before the Contractor identified, or reasonably should have identified, such defect. When the cost of property made obsolete or excess as a result of a change confirmed by the Contracting Officer under this clause is included in the equitable adjustment, the Contracting Officer shall have the right to prescribe the manner of disposition of the property. The equitable adjustment shall not include increased costs or time extensions for delay resulting from the Contractor's failure to provide notice or to continue performance as provided, respectively, in paragraphs (b) and (c) of this clause.

NOTE: The phrases "contract price" and "cost" wherever they appear in the clause, may be appropriately modified to apply to cost-reimbursement or incentive contracts, or to combinations thereof.

(End of Clause)

DFARS 252.204-7012: Safeguarding Covered Defense Information and Cyber Incident Reporting (Dec 2019)

(a) *Definitions.* As used in this clause—

Adequate security means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

Compromise means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

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Contractor attributional/proprietary information means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

Controlled technical information means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

Covered contractor information system means an unclassified information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

Covered defense information means unclassified controlled technical information or other information, as described in the Controlled Unclassified Information (CUI) Registry at <http://www.archives.gov/cui/registry/category-list.html>, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies, and is—

- (1) Marked or otherwise identified in the contract, task order, or delivery order and provided to the contractor by or on behalf of DoD in support of the performance of the contract; or
- (2) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract.

Cyber incident means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

Forensic analysis means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

Information system means a discrete set of information resources organized for the collection, processing, maintenance, use, sharing, dissemination, or disposition of information.

Malicious software means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

Media means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which covered defense information is recorded, stored, or printed within a covered contractor information system.

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Operationally critical support means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

Rapidly report means within 72 hours of discovery of any cyber incident.

Technical information means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data—Noncommercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security*. The Contractor shall provide adequate security on all covered contractor information systems. To provide adequate security, the Contractor shall implement, at a minimum, the following information security protections:

(1) For covered contractor information systems that are part of an information technology (IT) service or system operated on behalf of the Government, the following security requirements apply:

(i) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract.

(ii) Any other such IT service or system (*i.e.*, other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract.

(2) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1) of this clause, the following security requirements apply:

(i) Except as provided in paragraph (b)(2)(ii) of this clause, the covered contractor information system shall be subject to the security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations” (available via the internet at <http://dx.doi.org/10.6028/NIST.SP.800-171>) in effect at the time the solicitation is issued or as authorized by the Contracting Officer.

(ii)(A) The Contractor shall implement NIST SP 800-171, as soon as practical, but not later than December 31, 2017. For all contracts awarded prior to October 1, 2017, the Contractor shall notify the DoD Chief Information Officer (CIO), via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award.

(B) The Contractor shall submit requests to vary from NIST SP 800-171 in writing to the Contracting Officer, for consideration by the DoD CIO. The Contractor need not implement any security requirement adjudicated by an authorized representative

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of the DoD CIO to be nonapplicable or to have an alternative, but equally effective, security measure that may be implemented in its place.

(C) If the DoD CIO has previously adjudicated the contractor's requests indicating that a requirement is not applicable or that an alternative security measure is equally effective, a copy of that approval shall be provided to the Contracting Officer when requesting its recognition under this contract.

(D) If the Contractor intends to use an external cloud service provider to store, process, or transmit any covered defense information in performance of this contract, the Contractor shall require and ensure that the cloud service provider meets security requirements equivalent to those established by the Government for the Federal Risk and Authorization Management Program (FedRAMP) Moderate baseline (<https://www.fedramp.gov/resources/documents/>) and that the cloud service provider complies with requirements in paragraphs (c) through (g) of this clause for cyber incident reporting, malicious software, media preservation and protection, access to additional information and equipment necessary for forensic analysis, and cyber incident damage assessment.

(3) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraphs (b)(1) and (2) of this clause, may be required to provide adequate security in a dynamic environment or to accommodate special circumstances (e.g., medical devices) and any individual, isolated, or temporary deficiencies based on an assessed risk or vulnerability. These measures may be addressed in a system security plan.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support and identified in the contract, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <https://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <https://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-

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approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <https://public.cyber.mil/eca/>.

(d) *Malicious software.* When the Contractor or subcontractors discover and isolate malicious software in connection with a reported cyber incident, submit the malicious software to DoD Cyber Crime Center (DC3) in accordance with instructions provided by DC3 or the Contracting Officer. Do not send the malicious software to the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

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(5) To a support services contractor (“recipient”) that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve covered defense information, including subcontracts for commercial items, without alteration, except to identify the parties. The Contractor shall determine if the information required for subcontractor performance retains its identity as covered defense information and will require protection under this clause, and, if necessary, consult with the Contracting Officer; and

(2) Require subcontractors to—

(i) Notify the prime Contractor (or next higher-tier subcontractor) when submitting a request to vary from a NIST SP 800-171 security requirement to the Contracting Officer, in accordance with paragraph (b)(2)(ii)(B) of this clause; and

(ii) Provide the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable, when reporting a cyber incident to DoD as required in paragraph (c) of this clause.

(End of clause)

DFARS 252.232-7007: Limitation of Government’s Obligation (APR 2014)

(a) Contract line item(s) 0001 through 0050 are incrementally funded. For these item(s), the sum of \$ 0.00 of the total price is presently available for payment and allotted to this contract. An allotment schedule is set forth in paragraph (j) of this clause.

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(b) For item(s) identified in paragraph (a) of this clause, the Contractor agrees to perform up to the point at which the total amount payable by the Government, including reimbursement in the event of termination of those item(s) for the Government's convenience, approximates the total amount currently allotted to the contract. The Contractor is not authorized to continue work on those item(s) beyond that point. The Government will not be obligated in any event to reimburse the Contractor in excess of the amount allotted to the contract for those item(s) regardless of anything to the contrary in the clause entitled "Termination for Convenience of the Government." As used in this clause, the total amount payable by the Government in the event of termination of applicable contract line item(s) for convenience includes costs, profit, and estimated termination settlement costs for those item(s).

(c) Notwithstanding the dates specified in the allotment schedule in paragraph (j) of this clause, the Contractor will notify the Contracting Officer in writing at least ninety days prior to the date when, in the Contractor's best judgment, the work will reach the point at which the total amount payable by the Government, including any cost for termination for convenience, will approximate 85 percent of the total amount then allotted to the contract for performance of the applicable item(s). The notification will state (1) the estimated date when that point will be reached and (2) an estimate of additional funding, if any, needed to continue performance of applicable line items up to the next scheduled date for allotment of funds identified in paragraph (j) of this clause, or to a mutually agreed upon substitute date. The notification will also advise the Contracting Officer of the estimated amount of additional funds that will be required for the timely performance of the item(s) funded pursuant to this clause, for a subsequent period as may be specified in the allotment schedule in paragraph (j) of this clause or otherwise agreed to by the parties. If after such notification additional funds are not allotted by the date identified in the Contractor's notification, or by an agreed substitute date, the Contracting Officer will terminate any item(s) for which additional funds have not been allotted, pursuant to the clause of this contract entitled "Termination for Convenience of the Government."

(d) When additional funds are allotted for continued performance of the contract line item(s) identified in paragraph (a) of this clause, the parties will agree as to the period of contract performance which will be covered by the funds. The provisions of paragraphs (b) through (d) of this clause will apply in like manner to the additional allotted funds and agreed substitute date, and the contract will be modified accordingly.

(e) If, solely by reason of failure of the Government to allot additional funds, by the dates indicated below, in amounts sufficient for timely performance of the contract line item(s) identified in paragraph (a) of this clause, the Contractor incurs additional costs or is delayed in the performance of the work under this contract and if additional funds are allotted, an equitable adjustment will be made in the price or prices (including appropriate target, billing, and ceiling prices where applicable) of the item(s), or in the time of delivery, or both. Failure to agree to any such equitable adjustment hereunder will be a dispute concerning a question of fact within the meaning of the clause entitled "Disputes."

(f) The Government may at any time prior to termination allot additional funds for the performance of the contract line item(s) identified in paragraph (a) of this clause.

(g) The termination provisions of this clause do not limit the rights of the Government under the clause entitled "Default." The provisions of this clause are limited to the work and allotment of funds for the contract line item(s) set forth in paragraph (a) of this clause. This clause no longer applies once the contract is fully funded except with regard to the rights or obligations of the parties concerning equitable adjustments negotiated under paragraphs (d) and (e) of this clause.

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(h) Nothing in this clause affects the right of the Government to terminate this contract pursuant to the clause of this contract entitled “Termination for Convenience of the Government.”

(i) Nothing in this clause shall be construed as authorization of voluntary services whose acceptance is otherwise prohibited under 31 U.S.C. 1342.

The parties contemplate that the Government will allot funds to this contract in accordance with B.3 Schedule.

(End of clause)

I-0001 I.128.01 FEDERAL, STATE, AND LOCAL TAXES (DLA Energy NOV 2011) (DEVIATION)

(a) As used in this contract provision—

(1) **After-imposed tax** means any new or increased Federal, State, or local tax that the Contractor is required to pay or bear the burden of as the result of legislative, judicial, or administrative action taking effect after the contract date.

(2) **After-relieved tax** means any amount of Federal, State, or local tax that would otherwise have been payable on the transactions or property covered by this contract, but which the Contractor is not required to pay or bear the burden of, or for which the Contractor obtains a refund or drawback, as the result of legislative, judicial, or administrative action taking effect after the contract date.

(3) **All applicable Federal and State taxes** means all excise taxes that the taxing authority is imposing and collecting on the transactions or property covered by this contract pursuant to written ruling or regulation in effect on the contract date.

(4) **Contract date** means the date set for bid opening or, if this is a negotiated contract or a modification, the date set for final revised prices.

(5) **Local taxes** means taxes levied by the political subdivisions of the States, District of Columbia, or outlying areas of the United States, e.g., cities and counties.

(6) **Outlying areas** means—

(i) **Commonwealths.** Puerto Rico and the Northern Mariana Islands;

(ii) **Territories.** American Samoa, Guam, and the U.S. Virgin Islands;
and

(iii) Minor outlying islands. Baker Island; Howland Island, Jarvis Island; Johnston Atoll; Kingman Reef; Midway Islands; Navassa Island; Palmyra Atoll; and Wake Atoll.

(7) **State taxes** means taxes levied by the States, the District of Columbia, or outlying areas of the United States.

(8) **Tax** means taxes, duties and environmental or inspection fees, except social security or other employment taxes.

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- (b) The contract price includes all applicable Federal, State, and local taxes, except as otherwise provided.
- (c) The contract price shall be increased by the amount of any after-imposed tax if the Contractor states in writing that the contract price does not include any contingency for such tax.
- (d) The contract price shall be decreased by the amount of any after-relieved tax.
- (e) The contract price shall also be decreased by the amount of any tax that the Contractor is required to pay or bear the burden of, or does not obtain a refund of, through the Contractor's fault, negligence, or failure to follow instructions of the Contracting Officer.
- (f) The Contractor shall promptly notify the Contracting Officer of all matters relating to any tax that reasonably may be expected to result in either an increase or decrease in the contract price and shall take appropriate action as the Contracting Officer directs.
- (g) The Government shall, without liability, furnish evidence appropriate to establish exemption from any Federal, State, or local tax when the Contractor requests such evidence and a reasonable basis exists to sustain the exemption.

(End of clause)

(End of Section)

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OCWUT 36-24 Fire Hydrants, Valves, Repair Kits, & Services

**BID FORM A - Technical Questionnaire
(use a separate for each hydrant brand)**

Bidders are to indicate compliance in the appropriate box, if applicable. Bidders should use the comments area for any and all exceptions.

A. Traffic Model Fire Hydrants, Selective Requirements	Compliance
1. Brand and Model of Hydrant	
2. Working Pressure: 150 PSI	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Size of Valve Opening: 5 ¼"	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Direction of Opening: Left (Counter-Clockwise)	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Size & Shape of Operating Nuts: 1 ½" Pentagonal	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Size & Shape of Nozzle Cap Nuts: 1 ½" Pentagonal	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Hose Nozzle Threads: OKC Standard	<input type="checkbox"/> Yes <input type="checkbox"/> No
8. Pumper Nozzle Threads: OKC Standard	<input type="checkbox"/> Yes <input type="checkbox"/> No
9. Size & Type of Inlet Connection: 6" Mechanical Joint w/All Accessories	<input type="checkbox"/> Yes <input type="checkbox"/> No
10. 2 ½" Hose Nozzle: Two (2) Each	<input type="checkbox"/> Yes <input type="checkbox"/> No
11. 5" Pumper Nozzle: One (1) Each	<input type="checkbox"/> Yes <input type="checkbox"/> No
12. Nozzle Cap Chains are Required	<input type="checkbox"/> Yes <input type="checkbox"/> No
13. Paint: Minimum Two (2) coats of international orange paint, Pittsburgh first line or approved equivalent.	<input type="checkbox"/> Yes <input type="checkbox"/> No
B. Traffic Model Fire Hydrants, Design Requirements	Compliance
1. Weather Bonnet	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Nozzle Attachment to Barrel: Mechanically Attached (No Lead-in)	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Upper Valve Plate Material: Bronze	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Seat Ring Material: Bronze	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Seat Ring Thread Engagement: Bronze to Bronze	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Barrel Drain way: Bronze	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Shoe Protection: Epoxy Coating	<input type="checkbox"/> Yes <input type="checkbox"/> No

OCWUT 00035

C. Comments (Indicate item number/name of part and describe exception)	

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Question and Answers for Bid #OCWUT 36-24 - Fire Hydrants, Valves, Repair Kits, & Services

Overall Bid Questions

There are no questions associated with this bid.

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