

THE CITY OF OKLAHOMA CITY
A Municipal Corporation

PRICING AGREEMENT

APPROVED by the Council and SIGNED by the Mayor of The City of Oklahoma City this

10TH day of SEPTEMBER, 2024.

ATTEST:

Amy K. Simpson
CITY CLERK



David Holt
MAYOR

Reviewed for form and legality.

Craig Keith
ASSISTANT MUNICIPAL COUNSELOR

Supplier: **Central Oklahoma Winnelson**

**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 **Central Oklahoma Winnelson** 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 **2% 10 Days**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands of the parties hereto:

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

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

Ryan Brooks

Type Name of Authorized Agent

V.P. of Operations

Title of Authorized Agent

Central Oklahoma Winnelson 5037 NW 10th st Oklahoma 73127

City OK

Company Name and Address

Zip Code

405-947-8761 405-947-1934

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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Supplier: Central Oklahoma Winnelson**NON-COLLUSION AFFIDAVIT****BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT PRIOR TO SUBMITTING BID**

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

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

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

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

Witness the hands of the parties hereto:

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

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

Type Name of Authorized Agent/Representative	Title
Company Name	
Address	Zip Code
Telephone Number and Fax Number, if any	

TO BE COMPLETED BY THE NOTARY:

State of *)
) SSS
County of *)

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

Signed and sworn to before day of , by
me on this

[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: **COWinnelson**
[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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NON-COLLUSION AFFIDAVIT

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 ← ←

Ryan Brooks V.P. of Operations
Type Name of Authorized Agent/Representative Title
Ryan Brooks
Signature
Central Oklahoma Winnelson
Company Name
5037 NW 10th Street. Oklahoma City, OK. 73127
Address Zip Code
405-947-8761 405-947-1934
Telephone Number and Fax Number, if any

TO BE COMPLETED BY THE NOTARY:

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

Signed and sworn to before me on this 6th day of August, 2024 by Ryan Brooks
[Day] [Month] [Year] [Print the name of the agent/representative who signed above.]

My Commission Number: 22007998
[Oklahoma]

My Commission Expires: 06/10/2026
[Date/Year]

Felicia Norvell

Type Name of Notary Public

Felicia Norvell

Signature of Notary Public

[49 Okla. Stat. 2011 §119]



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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 Ryan Brooks to
(PRINTED NAME OF AUTHORIZED AGENT)
sign the attached legally binding document on behalf of Central Oklahoma Winnelson
(CONTRACTING ENTITY)

Sincerely,

 Keith R Jones
Signature of Authorizing Officer
President
Printed Title
08/06/24
Date

Keith R Jones
Printed Name of Authorizing Officer
krjones@winnelson.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: Central Oklahoma Winnelson**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: **Central Oklahoma Winnelson**

Address: **5037 NW 10th Street Oklahoma City OK 73127**

Contact Person: **James Daniels (JD)** Email Address: **jgdaniels@winnelsonl.com**

Telephone Number: **405-635-4362** Fax Number: **405-947-1934**

Billing Contact:

Company Name: **Central Oklahoma Winnelson**

Address: **5037 NW 10th Street Oklahoma City OK 73127**

Contact Person: **Felicia Norvell** Email Address: **fnorvell@winnelson.com**

Telephone Number: **405-947-8761** Fax Number: **405-947-1934**

Service Contact:

Company Name: **Central Oklahoma Winnelson**

Address: **5037 NW 10th Street Oklahoma City OK 73127**

Contact Person: **James Daniels (JD)** Email Address: **jgdaniels@winnelson.com**

Telephone Number: **405-635-4362** Fax Number: **405-947-1934**

After Hours Emergency Number(s) **405-313-1781**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s) **COWinnelson**

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Central Oklahoma Winnelson

Bid Contact **Ryan Brooks**
rjbrooks@winnelson.com
Ph 405-947-8761

Address **5037 NW 10th Street**
Oklahoma City, OK 73127

Bid Notes **Thank you very much for the opportunity to bid again this year. We look forward to serving you in the future.**

Please see full Bid Packet in 25607--01-01 or fist download section.

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
25607--01-01	Delivery: In Stock	Supplier Product Code: 0 Days Supplier Notes: All in stock orders can be delivered same day or immediately whenever requested. There is no waiting for material when you need it.	First Offer -	1 / each	Y	Y
25607--01-02	Delivery: Non Stock	Supplier Product Code: 7-14 est Days Supplier Notes: Most non-stock items can be ordered and be shipped within 7-14 business days. There is also special ordering available on request. You would be responsible for the extra freight charges.	First Offer -	1 / each		Y
			Lot Total		\$0.00	
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
25607--02-01	Website: Standard Website with Retail Pricing	Supplier Product Code: 0% Discount Supplier Notes: The website pricing will be loaded with your current pricing. You will get the correct price off of our website when you log in. Usually a 40-50% discount off of list pricing. City of Oklahoma City Login information User Name CityofOKC@gmail.com Password loginpass123	First Offer - 0.00%	1 / each	0.00%	Y

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25607--02-02	Website: Standard Website Exceptions	Supplier Product Code: None Supplier Notes: There will be no exceptions. Everything on the website will be priced correctly. Unless you have a special quantity, we can offer a lesser bid in most cases.	First Offer -	1 / each	Y
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25607--02-03	Website: Standard Website List	Supplier Product Code: List of Vendors Attached Supplier Notes: List of vendors is attached.	First Offer -	1 / each	Y	Y
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						Lot Total	\$0.00
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs	
25607--03-01	Catalogs or Price Lists: Catalogs or Price Lists	Supplier Product Code: Online Catalogs / List Pricing Supplier Notes: Our catalog is posted online. We offer any list pricing per request. Please view our website or reach out to James Daniels (JD) for any pricing questions. jgdaniels@winnelson.com 405-635-4362	First Offer - 0.00%	1 / each	0.00%	Y	
25607--03-02	Catalogs or Price Lists: Catalogs or Price Lists	Supplier Product Code: Online Catalogs / List Pricing Supplier Notes: Our catalog is posted online. We offer any list pricing per request. Please view our website or reach out to James Daniels (JD) for any pricing questions. jgdaniels@winnelson.com 405-635-4362	First Offer -	1 / each		Y	
25607--03-03	Catalogs or Price Lists:	Supplier Product Code: Online Catalogs / List Pricing Supplier Notes: Our catalog is posted	First Offer -	1 / each		Y	

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Catalogs or online. We offer any list pricing per
Price Lists request. Please view our website or reach
out to James Daniels (JD) for any pricing
questions. jgdaniels@winnelson.com 405-
635-4362

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
25607--04-01		Supplier Product Code: Storefront Sales Storefront: Cost + 25% Storefront Supplier Notes: Everything will be our cost +25%. Website pricing will match and these prices will be auto loaded into our system for ease of use.	First Offer - 25.00%	1 / each	25.00%	Y

25607--04-02		Supplier Product Code: Storefront Sales Storefront: Cost + 25% Storefront Supplier Notes: Everything will be our cost +25%. Website pricing will match and these prices will be auto loaded into our system for ease of use.	First Offer -	1 / each		Y
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25607--04-03		Supplier Product Code: Cost + 25% Storefront: Overall Storefront Supplier Notes: Everything will be priced cost plus 25%. These prices will be auto loaded into our system for ease of use.	First Offer -	1 / each		Y
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Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs
25607--05-01	Attachments: Bidder's Current W-9	Supplier Product Code: W9 Is Attached Supplier Notes: Please see attachment.	First Offer -	1 / each	Y	Y

Lot Total \$0.00

Supplier Total \$0.00

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Central Oklahoma Winnelson

Item: **Delivery:In Stock**

Attachments

Ready Packet_for_Bid_25607 1.pdf

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Solicitation 25607

PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 25607
PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS

Bid Number **25607**
Bid Title **PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS**
Expected Expenditure **\$275,000.00** (This price is expected - not guaranteed)

Bid Start Date **Jul 10, 2024 7:51:46 AM CDT**
Bid End Date **Jul 31, 2024 10:00:00 AM CDT**
Question & Answer End Date **Jul 25, 2024 12:00:00 PM CDT**

Bid Contact **Monica Hardesty**
monica.hardesty@okc.gov

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

Bid Contact **Tammi Frederick**
tammi.frederick@okc.gov

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

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

Bid Comments **The Expected Expenditure amount of \$275,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such items 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.**

To enter into pricing agreements for the purchase of plumbing supplies, accessories, and related items for various City Departments and Trusts.

Please do not zip files.

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Item Response Form

Item **25607--01-01 - Delivery: In Stock**
Lot Description **Delivery**

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

List number of days for delivery of in-stock items.

Item **25607--01-02 - Delivery: Non Stock**

Lot Description **Delivery**

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

List number of days for delivery of non-stock items.

Item **25607--02-01 - Website: Standard Website with Retail Pricing**

Lot Description **Website**

Quantity **1 each**

Percentage

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

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

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter discount from price shown on website. Provide website URL in the Buyer Note field.

Item **25607--02-02 - Website: Standard Website Exceptions**

Lot Description **Website**

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

Upload an attachment showing exceptions to the website discount or type in the Buyer Note field.

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Item **25607--02-03 - Website: Standard Website List**

Lot Description **Website**

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

Upload an attachment showing the brands and or manufacturers you represent or type in the Buyer Note field.

Item **25607--03-01 - Catalogs or Price Lists: Catalogs or Price Lists**

Lot Description **Catalogs or Price Lists**

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 discount from price shown on price list or catalog in the Buyer Note Field. Attach electronic catalog or price list to this line item.

Item **25607--03-02 - Catalogs or Price Lists: Catalogs or Price Lists**

Lot Description **Catalogs or Price Lists**

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

Upload an attachment showing exceptions to the discount or type in the Buyer Note field.

Item **25607--03-03 - Catalogs or Price Lists: Catalogs or Price Lists**

Lot Description **Catalogs or Price Lists**

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

Upload an attachment showing the brands and or manufacturers you represent or type in the Buyer Note field.

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Item **25607--04-01 - Storefront: Storefront**
Lot Description **Storefront**
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 discount from retail storefront pricing in the Buyer Note field.

Item **25607--04-02 - Storefront: Storefront**
Lot Description **Storefront**
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

Upload an attachment showing exceptions to the discount or type in the Buyer Note field.

Item **25607--04-03 - Storefront: Storefront**
Lot Description **Storefront**
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

Upload an attachment showing the brands and or manufacturers you represent or type in the Buyer Note field.

Item **25607--05-01 - Attachments: Bidder's Current W-9**
Lot Description **Attachments**
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

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Description
Attach current W-9

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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 Central Oklahoma Winnelson
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 2 % 10 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.

Ryan Brooks

Type Name of Authorized Agent

V.P. of Operations

Title of Authorized Agent

Central Oklahoma Winnelson 5037 NW 10th Street Oklahoma City OK

Company Name and Address

73127

Zip Code

405-947-8761 405-947-1934

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.)

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City of Oklahoma City and
NON-COLLUSION AFFIDAVIT

25607

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 ← ←

JD Daniels
Type Name of Authorized Agent/Representative
Central Oklahoma Winnelson
Company Name
5037 Nw 10th St, Oklahoma City, OK
Address
405-947-8761
Telephone Number and Fax Number, if any

Outside Sales
Title

73127
Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *)
Oklahoma) SSS
County of *)
Oklahoma)

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

Signed and sworn to
before me on this

26

day of

City of Oklahoma City and
its Trusts

07

2024

by JD Daniels

25607

[Day]

[Month]

[Year]

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

My Commission
Number:

17000839

Donna Zamaria

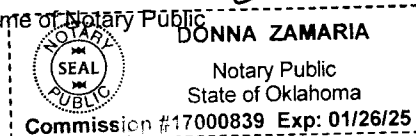


My Commission
Expires:

[Oklahoma]

01/26/25

Type Name of Notary Public



[49 Okla. Stat. 2011 §119]

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

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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: Central Oklahoma Winnelson
Address: 5037 NW 10th Street Oklahoma City OK 73127

Contact Person: James Daniels (JD) Email Address: jgdaniels@winnelson.com
Telephone Number: 405-635-4362 Fax Number: 405-947-1934

Billing Contact:

Company Name: Central Oklahoma Winnelson
Address: 5037 NW 10th Street Oklahoma City OK 73127

Contact Person: Felicia Norvell Email Address: flnorvell@winnelson.com
Telephone Number: 405-947-8761 Fax Number: 405-947-1934

Service Contact:

Company Name: Central Oklahoma Winnelson
Address: 5037 NW 10th Street Oklahoma City OK 73127

Contact Person: James Daniels (JD) Email Address: jgdaniels@winnelson.com
Telephone Number: 405-635-4362 Fax Number: 405-947-1934

After Hours Emergency Number(s) 405-313-1781

After Hours Emergency Number(s)

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(Published in *The Journal Record* on July 10, 2024)

NOTICE TO BIDDERS

Notice is hereby given that City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 31st day of July, 2024, for the following:

BID 25607 – Plumbing Supplies, Accessories, and Related Items

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

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

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

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

**ELECTRONIC BID PACKET
PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS
TABLE OF CONTENTS**

GENERAL INSTRUCTION AND REQUIREMENTS FOR BIDDERS.....	1	
OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION	3	
BID SPECIFICATIONS.....	4	
INTENT	5	
SCOPE OF PRICING AGREEMENT/CONTRACT.....	5	
SUBSTITUTE OFFERS.....	5	
CONTRACTING ENTITY	5	
BIDDER.....	5	
PRICING AGREEMENT/CONTRACT PERIOD.....	5	
PRICING AGREEMENT/CONTRACT RENEWAL OPTION	5	
DELIVERY.....	6	
INSPECTION AND ACCEPTANCE AT DESTINATION	6	
F.O.B. DESTINATION	6	
COMMERCIAL PACKAGING.....	6	
ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)	6	
ORDER OF PRECEDENCE	7	
PAYMENT METHODS.....	7	
PAYMENT/INVOICE.....	8	
WARRANTY	8	
GENERAL PROVISIONS	9	
SAFETY DATA SHEETS.....	9	
OTHER PROVISIONS.....	10	
TECHNICAL PROVISIONS	12	
LETTER OF AUTHORIZATION.....	14	

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

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

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

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
- (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
- (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
- (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
- (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
- (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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

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

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

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

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

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

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BID SPECIFICATIONS

PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS

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**BID SPECIFICATIONS
PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS
Instructions to Bidders**

INTENT: To enter into pricing agreements for the purchase of plumbing supplies, accessories, and related items for various City Departments and Trusts.

It is anticipated the pricing agreement(s) will be effective on September 14, 2024. The current agreements expire on September 13, 2024.

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

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

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

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

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

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

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

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

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

INSPECTION AND ACCEPTANCE AT DESTINATION:

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

F.O.B. DESTINATION:

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

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

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:

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

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

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

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

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accounts payable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed.

This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

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

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

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.

4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

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

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

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

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

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

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

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BID SPECIFICATIONS

Other Provisions

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

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

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

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

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

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

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

The City of Oklahoma City
Procurement Services Division
Attn: Monica Hardesty, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Monica.Hardesty@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To enter into pricing agreements for the purchase of plumbing supplies, accessories, and related items for various City Departments and Trusts.

It is anticipated the pricing agreement(s) will be effective on September 14, 2024. The current agreements expire on September 13, 2024.

SUBSTITUTE BRAND ITEMS: Substitution of brand item(s) awarded through these specifications is strictly prohibited and may be cause for termination of the pricing agreement **unless prior approval is granted by the ordering department.** It shall be the responsibility of the vendor to provide all supporting documentation where the brand item ordered is different from the brand item awarded.

DELIVERY SCHEDULE: Delivery of stock items must be made within 1-2 working days after receipt of purchase order or purchasing card number. Delivery of non-stock items must be made within 15-20 working days after receipt of purchase order or purchasing card number. Should vendor be unable to meet the above delivery times, the Contracting Entity reserves the right to purchase the item from another vendor. Delivery shall be made to any City department/division or Trust as stated on the purchase order or at the time an order is placed with a purchasing card. Generally, all shipments will be made within the corporate limits of the City of Oklahoma City. All items will be F.O.B. Oklahoma City. The bid price shall include the cost of delivery to numerous locations within the City limits of Oklahoma City.

BID SUBMITTAL: Bidders shall state a percentage discount from the **Prevailing Manufacturer's National Suggested Retail Price List** for each brand bid. Cost (+) plus bids will not be considered. Pricing must be submitted through the line-item area of the electronic bidding system.

Bidders shall be prepared to produce the price list(s) or relevant portions thereof when requested by the Contracting Entity for price verification purposes if all price lists are not attached to the bid when submitted. Bidders are encouraged to provide online resources for the verification of the Manufacturers Prevailing National Suggested Retail Price List or attach catalogs and/or price lists in the line-item area of the electronic bidding system. If Bidders have a variety of catalogs and discounts, the alternate offer option can be used in the line-item area of the electronic bidding system to add each brand.

The discount bid represents the minimum discount available. It is understood vendors may have a tiered pricing structure from their supplier and greater discounts may be available. For large orders, departments are encouraged to request volume discounts. When special promotions or sales conflict with the bid price, the lesser of the two prices shall prevail.

INTERNET ACCESS: The Contracting Entity prefers to utilize available technology to the benefit of both the Contracting Entity and the awarded vendor(s). Information on available websites should be submitted in the line-item area of the electronic bidding system.

Bidders best able to demonstrate a cost effective, efficient, and auditable quoting/ordering system may receive preference.

PRODUCT LINES: The Contracting Entity recognizes that the product lines of the successful bidders may change during the term of the contract. New product lines may be added and existing product line(s) may be replaced provided they are equal to or greater quality than the product line(s) they are replacing.

STOCKING REQUIREMENTS: Each Bidder must be a stocking distributor (at the Oklahoma City branch location) of each item or product line on which they are bidding. The Bidder may be required to produce documentation showing proof of distributorship at the Oklahoma City location. All non-stock bids shall be so noted, and a non-stock bid will be awarded only if there are no in-stock bids received for each item and/or product line. In addition, the Bidder shall maintain an office or distribution point within the greater Oklahoma City area, whereby ordering Departments / Trusts may obtain deliveries and technical services when required. Answering services in lieu of offices or distribution points are not acceptable.

QUALITY: The apparent silence of this specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made from this statement. Proof of compliance shall be the responsibility of the Bidder.

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

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

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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 Ryan Brooks to
(PRINTED NAME OF AUTHORIZED AGENT)

sign the attached legally binding document on behalf of Central Oklahoma Winnelson
(CONTRACTING ENTITY)

Sincerely,

Ryan Brooks
Signature of Authorizing Officer

V.P. of Operations
Printed Title

07/29/2024
Date

Ryan Brooks
Printed Name of Authorizing Officer

rjbrooks@winnelson.com
Email Address of Authorizing Officer

NOTE: If the Contracting Entity is a(n):

Corporation	The authorizing officer <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer <u>must</u> be: General Partner
Joint Venture	The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures

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(Internal use only)

PeopleSoft Vendor ID: _____ Entered by: ____

Helpdesk Ticket #: _____ Date: _____

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

VENDOR REGISTRATION FORM

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

Select One:

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

SDBE Program: Please select all applicable vendor characteristics:

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

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

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

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

ADDRESS 1

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ADDRESS 2

CITY STATE ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY STATE ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

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

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

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

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

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

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

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Question and Answers for Bid #25607 - PLUMBING SUPPLIES, ACCESSORIES, AND RELATED
ITEMS

Overall Bid Questions

There are no questions associated with this bid.

Question Deadline: Jul 25, 2024 12:00:00 PM CDT

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Central Oklahoma Winnelson

Item: **Website:Website:Standard Website List**

Attachments

Vendor List.xls

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Vendor Data

User:

Report Date:

Company:

SPIRAX SARCO USA
THE HELLAN STRAINER CO
ORBIT IRRIGATION
ENGINEERED EQUIPMENT INC TULSA
ELITE COMPONENTS
GEORGE B ALLAN CO
MANATRON DIAGNOSTIC INC
GOSS INC
IDEAL CLAMP PRODUCTS INC
HCP PUMPS AMERICA INC
EXLTUBE
NUPI AMERICAS INC
CCI PIPELINE SYSTEMS
EBBE AMERICA
GREEN TURTLE
CECO
MCELROY MFG
ESTES-EXPRESS INC
CENTRAL AIR SUPPLY INC
NEWBERRY TANKS & EQUIPMENT LLC
WEJ-IT
ROVANCO PIPING SYSTEMS
BINGHAM & TAYLOR
AMUNDSEN FOOD EQUIP
HYDROTEK INTERNATIONAL INC
PITTMAN PLUMBING SUPPLY
INFINITY DRAIN
FLOWSERVE US INC
GBA SOLUTIONS
AMERICAN FIRE HOSE CABINET
PACIFIC SEISMIC PRODUCTS
KITZ CORP
H-M COMANY
SURE FLOW PRODUCTS LLC
TULSA CHAIN CO
AMERICAN ACRYLIC & INJECTION
QUALITY UTILITY EQUIP SUPPLY
CAMEO FABRICATORS INC.
BOSCH THERMOTECHNOLOGY CORP
GEORG FISCHER LLC
BARNETT
STAINLESSDRAINS.COM
PLUMBMASTER INC
AMTEKCO INDUSTRIES

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Vendor Data

User:

Report Date:

Company:

HARRINGTON INDUSTRIAL PLASTICS
MID-CONTINENT EQUIPMENT INC
ATLAS INTL LAUNDRY AND DRY CLE
KAMAN INDUSTRIAL TECHNOLOGIES
GREENHECK FAN CORP
PROFESSIONAL PLUMBING GROUP
PREDCO
ARJOHUNTLEIGH
NORTHERN TOOL & EQUIP
COLONIAL ENGINEERING INC.
OEM BOILER PARTS
JWC ENVIRONMENTAL LLC
HYDROPRO SOLUTIONS, LLC
GROSS AUTOMATION
MAXSTONE INTL LLC
DULTMEIER SALES LLC
ONEPOINTE SOLUTIONS
TEXAS FAIRFAX CO
CURB-O-LET-PRODUCTS
MASON INDUSTRIES INC
CONTAINMENT SOLUTIONS
BRENNTAG SOUTHWEST, INC
HACH CO
MUTUAL SCREW & SUPPLY
CORTROL PROCESS SYSTEMS
FLOWMATICS INC
IMAC SYSTEMS INC
STERLING HYDRONICS
OMEGA ENGINEERING, INC
NAMEEK'S
APG HOUSTON
OPECO INC
AQUA-AEROBIC SYSTEMS,INC
TIGHT SEAL GASKET LLC
SOUTHWESTERN CONTROLS
X-CEL SALES
THE RULE CO
SEAL CO ENTERPRISES
HEATWAVE SUPPLY
LAWSON PRODUCTS
AXIOM INSTRUMENTATION SERVICES
DWYER INSTRUMENTS INC
PROS PARTS AND EQUIPMENT
OSWALT RESTAURANT SUPPLY

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User:

Report Date:

Company:

DECOLAV
AUTOMATIC FIRE CONTROL
PHAC PRODUCTS INC
MOST DEPENDABLE FOUNTAINS INC
HILTI
ABS
BIOTECH PRODUCTS INC
CHAPPELL SUPPLY & EQUIP CO
FASTENAL
PRO-LINE/PRO-PAK
AMERISINK, INC
PLUMBING TECHNOLOGIES LLC
WS BATH COLLECTIONS
CLAUDE LAVAL CORP
WSS LIQUIDATION CO
ALBERT STERLING & ASSOC
AMERICAN SUPPLY COMPANY
US FILTER
AMETEK PLYMOUTH PRODUCTS INC
AVFCO WHOLESALE SUPPLY
BENEKE CORP
BRIGGS PLUMBING PROD BRASS
BYK, INC
C & M
CANFIELD TECHNOLOGIES INC
CANTEX INC
CARLSON SYSTEMS CORPORATION
C.D. SPARLING COMPANY
CLAMPETTE INC
CMB INDUSTRIES
COMMERCIAL ENAMELING CO
CONCRETE CORING CO INC
CONTROLLED ENERGY CORP
CRANE PLUMBING
CRESLINE PLASTIC PIPE CO
DEARBORN BRASS
DE BEST MFG CO INC
DELANY FLUSH VALVES
DONOHUE MECHANICAL
DORMONT MANUFACTURING CO
EBCO MANUFACTURING CO
ELKHART PRODUCTS CORP
EMSCO ELECTRIC SUPPLY
FIRST NATIONAL FIXTURE CORP

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Vendor Data

User:

Report Date:

Company:

FLUIDMASTER INC
HALSEY TAYLOR CO
HARNEY MFG CO INC
J W HARRIS CO
BILL HEAVIN
HERCULES CHEMICAL CO
HICO FLEX BRASS CO INC
HIRSCH PIPE & SUPPLY
DON HODGE SALES AGENCY
HOT BOX INC
IMI YORKSHIRE FITTINGS USA
INTRASTATE SALES ENT INC
J & M CARTAGE INC
JOHN M FREY CO
JONES SPEC
J RAY MFG
FRANKLIN ELECTRIC L/G CO
MARCO PRODUCTS CO
MIXET A DIV OF ALSONS CORP
MRC INC
PREFERRED SALES CO
PRO-SPEC INC
RADIATOR SPECIALTY CO
INSCO DISTRIBUTING/SJB SUPPLY
STUDOR INC
T C I PRODUCTS
U S BRASS CORP
VALVE SALES INC
VANGARD INDUSTRIES
WESTERN AMERICAN MFG
WESTWAY SALES
YOUR OTHER WAREHOUSE
ZAPPER TOOL & MFG INC
ZIN-PLAS CORPORATION
ROCKFORD SEPARATORS
CALSAK CORPORATION
C S & B
FNF INDUSTRIES INC
KINDRED
TAYLOE PAPER CO
RTI
SOUTHERN SUPPLY OF OKC
CLARK PRODUCTS INC
FISHER SCIENTIFIC COMPAY

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Company:

GA INDUSTRIES
THE NEVERLEAK COMPANY
ALSONS CORPORATION
SCOVIL & SIDES HARDWARE
PHOENIX FAUCETS
OKLAHOMA INFRA-RED
OLSONITE
ALLESCO
E & I SALES CO (LACS)
REELCRAFT INDUSTRIES INC
STATE INDUSTRIAL PRODUCTS
AUBURN BATH
US WATER SYSTEMS INC
NELSON CORPORATION
PREFERRED MATERIAL HANDLING
AXIOM INDUSTRIES LTD
PURVIS INDUSTRIES
GLETRONICS INC
SPHS MIDDLETOWN
J L WINGERT CO
SPHS SCHENECTADY
CAROMA
ENVIRO WATER PRODUCTS
GROOMERS BEST
ASHLAND TRAP
GRADELOK
SOUTHWEST FLUID SYSTEMS LLC
TRUMBULL MFG
PERFECTION TRUCK PARTS & EQUIP
CASTINGS INC
DAVIS VALVE
MUELLER STEAM SPECIALTY CO
VICINITY ENERGY LLC
GENOVA PRODUCTS
TULTEX
RELINER@/DURAN INC
FLOGIC
BEST SHEET METALS
NOZZTEQ INC
M4 EQUIPMENT
HYDROTEMP LLC
TOTAL EQUIPMENT
HE ENGINEERED EQUIPMENT CO
HALLIDAY PRODUCTS

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Vendor Data

User:

Report Date:

Company:

PEVCO
FAIM REPS LLC
JACKSON TUMBLE FINISH CORP
WYNDHAM COLLECTION
DEKS NORTH AMERICA INC
RED ROCK FOOD EQUIPMENT LLC
ASC ENGINEERED SOLUTIONS
SANTEC INC.
HUNTINGTON BRASS
HIGH MARK MANUFACTURING
EATON ACCESSORIES LLC
HARGER, INC
WARREN ELECTRIC CORP
HOIDALE
FLEURCO-US
AFTERMARKET AC & REFRIGERATION
ODORHOG
OLDCASTLE INFRASTRUCTURE INC
T-DRILL
HOUSER INC
TRELLEBORG
ACE GLASS INC
CENDREX INC
MARKET SOURCE RESTAURANT SUPPL
AERIS METAL PRODUCTS
INDUSTRIAL VALCO
SHURTAPE TECHNOLOGIES LLC
PETERSEN PRODUCTS
CULLIGAN WATER
BALFREY & JOHNSTON, INC
AQUA BATH CO
INFILTRATOR WATER TECHNOLOGIES
AMERICAN PROPANE GAS CO
BISON METALS TECHNOLOGIES LLC
KEN WAY CORPORATION
VINSON PROCESS CONTROLS CO LP
PHYLRICH CO
LAKOS FILTRATION
SYS-KOOL LLC
ALL COMMERCIAL OPENINGS INC
ECOWATER SYSTEMS
CHECKALL VALVE MANUFACTURING
PRIME SOURCE BLDG PRODUCTS
KASON INDUSTRIES

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Vendor Data

User:

Report Date:

Company:

KRAUS USA PLUMBING LLC
NANTUCKET SINKS
BASCOM TURNER INSTRUMENTS
NORTEK GLOBAL HVAC LLC
INDEPTH UTILITY SOLUTIONS
QUICKFITTING
FM INDUSTRIES
PRODUITS NEPTUNE
DURAVENT
PROVENT SYSTEMS
ALLIED ENGINEERING
DAP PUMPS INC
JPL
SUSTAINABLE COILS
ICM CONTROLS
CLARCOR AIR FILTRATION PROD
YELLOWJACKET PRODUCTS
ALLSTYLE COIL CO LP
KOCH FILTER
ASPEN MANUFACTURING
ATCO RUBBER PRODUCTS
CONBRACO INDUSTRIES INC
SUMMIT RERFIGERANTS
LUCAS-MILHAUPT
POLYMER ADHESIVE SEALANT SYS
APRILAIRE
HARRIS PROUCTS GROUP
AIRSEPT
FANTECH
HARDCAST
SOUTHWARK
MAXX AIR
CROWN LIFT TRUCKS
TRUBLU LABS LLC
ULTRAVATION
PRO1
SPECTROLINE
MCDANIEL METALS LLC
GAS AND SUPPLY
SUPERKLEAN
RLS LLC
INFRASAVE
RGF ENVIRONMENTAL GROUP INC
BUILDERS BEST

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Vendor Data

User:

Report Date:

Company:

DRYER BOX
WEITRON INC
THERMAFLEX
NAVAC
ICOOL USA INC
RAIN BIRD CORPORATION
KOOLFOG INC
AVERITT FREIGHT
YOGAPIPE INC.
PIPECONX
BEACON MORRIS
T&T INDUSTRIAL INC.
KELLY PIPE
METAL ZINC
FIBER GLASS SYSTEM / NOV
ROBERTSHAW CONTROLS COMPANY
VETO PRO PAC LLC
DANFOSS POWER SOLUTIONS
KLEIN TOOLS
SYSTEMAIR MANUFACTURING INC
LAU PARTS (HOLDINGS) LLC
PLAY BY DESIGN INC
OWENS CORNING SALES LLC
DAGWELL DIXIE CO INC.
FILTERTEC
FILTERTEC
ATLANTIC CHEMICAL & EQUIPMENT
REGAL REXNORD
TERMOMECHANICA USA LLC
CAVAGNA NORTH AMERICA
ACI MOTOR FREIGHT, INC
RL WILLIAMS
HAYDON
AIR DISTRIBUTION CONCEPTS
HARCO PHILMAC
PLUMBER'S CHOICE WATER
RAGS UNLIMITED INC.
DIAMOND PLASTICS CORPORATION
AIREFORCE
ALFI-TRADE
BULLSEYE POWER NOZZLE
SFE ENTERPRISE
AIR SOLUTIONS PARTNERS (ASP)
FAMCO MFG

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Vendor Data

User:

Report Date:

Company:

EXACT PIPE TOOLS, INC
USGI CHEMICAL FEED
RIDDELL ENTERPRISE LIMITED
EDWARDS EQUIPMENT LLC
GREG LEEDOM
PSG NEPTUNE
MARLEY ENGINEERED PRODUCTS
AQUA PARTS
BATON ROUGE NOLAND CO
HOEPTNER PRODUCTS
WHITE CAP LP
EVERKEM DIVERSIFIED PRODUCTS
UNIWELD PRODUCTS INC.
TESLONG TECHNOLOGY
MERSEN USA
MIDWEST MACHINERY OK
ROBERT MADDEN INDUSTRIES
KEENEY MANUFACTURING CO
ULTRA-CHEM INC
GPK
HYDRONIC SYSTEMS INC
SOONER BEAUTY SUPPLY INC
PREMIUM WATER CONCEPTS
OPELLA INC
TOTO USA
INVENTA TECH LTD
EAST JORDAN IRON WORKS, INC
KORAL INDUSTRIES INC
THE CABLE CENTER
CONSTRUCTION BLDG SPECIALISTS
EGW UTILITIES INC
SEXAUER
BILLOU'S
ROSTRA TOOL CO
K AND M SHILLINGFORD
CIMBERIO VALVE COMPANY
BLAZING PRODUCTS
MID WEST GLOVE & SUPPLY INC
DUNNING PHOTO EQUIPMENT INC
COMMERCIAL TOOL REPAIR INC
HEAT TRANSFER PRODUCTS
RED-WHITE VALVE CORP
BUTTERFLY CO LTD
SERVICES FROM THE WHITE HOUSE

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Vendor Data

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Report Date:

Company:

KEYSTONE INDUSTRIES
OASIS CORPORATION
TRI PALM INTERNATIONAL
ASSOCIATED DISTRIBUTORS INC
PMI SALES
GARDNER INC
WERNER CO
BBT NORTH AMERICA CORPORATION
C & D FAUCET PARTS
HESCO INDUSTRIES INC
MR MANUFACTURING INC
JOHN GUEST USA INC
CASCO
CAMBRIDGE-LEE INDUSTRIES
ASSOCIATED APPLIANCE INC
PLUMBEREX SPECIATY PRODUCTS
HOWELL METAL
H & K SPECIFICATION AND SALES
QEP CO INC
BROGAN-NUTONE LLC
MAXITROL
R&L CARRIER
TITAN INDUSTRIES
LIQUID ASSETS INC
POLYCAST-HUBBELL
BAKER HUGHES BUSINESS SUPPORT
ROBISON SOLAR SYSTEM
EBARA FLUID HANDLING
BOSHART INDUSTRIES
ADVANCED INDUSTRIAL DEVICES
FRANKLIN ELECTRIC CO
BEAVER EXPRESS
KALAS MANUFACTURING
WATTS BRASS & TUBULAR
TOILET JACK COMPANY
ABS
NIBCO - PEX
J C UTILITY SALES INC
RED GOAT DISPOSERS
HANCOR TECHNOLOGY
CONTROLS OF HOUSTON
PLUSTAR
HD SUPPLY WATERWORKS
PETRA INDUSTRIES

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Vendor Data

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Report Date:

Company:

JET SWET
EPUMPS INC
WWIP CORPORATION
NATIONAL PUMP COMPANY
XYLEM INC
THERMO MFG CO
CHEVIOT PRODUCTS INC
MEDICAL GAS MGMT INC
CYCLE STOP VALVES INC
STAR LIGHTING & SUPPLY
INIFLEX
PRECISION PLUMBING PRODUCTS
HOMESTEAD VALVE CO
GRIFFIN PRODUCTS INC
KENTAK PRODUCTS CO
FIELD CONTROLS
AMERICAN WATER HEATER CO
FRANKE CONSUMER PRODUCTS INC
UEI TEST & MEASUREMENT INSTRU
DIAMOND PRODUCTS
MAASS MIDWEST MFG
HARVEL PLASTICS
WINSUPPLY CONYERS GA CO
NORTH TEXAS ICE
LIBERTY HARDWARE
ISCO INDUSTRIES LLC
APPLIED IND TECHNOLOGIES
JACUZZI WHIRLPOOL BATH
TRI-STATE PUMP INC
PUMP & EQUIPMENT CO INC
BLALOCK DRYWALL AND PAINTING
PAUL KING CO
MASTER PUMPS & EQUIPMENT
RJS TECH LLC
HMK INC
SEATTLE WINDUSTRIAL
PEACHTREE FORGE
SAFETY WORKS INC
SOURCE 1 ENVIRONMENT
MAINLINE BACKFLOW PRODUCTS
MOORLANE SUTTON SUPPLY
JCM INDUSTRIES
SAF-T-KUT/EBBCO INC
DOLESE BROTHERS CO

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Vendor Data

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Report Date:

Company:

ADVANCED GLOVES
ROTHENBERGER USA LLC
EASTERN FOUNDRY & FITTING
PERRY ELECTRONICS LAB LLC
THE ELECTRICAL ADVERTISER
ATLANTIC SPECIAL PRODUCTS
HUNZICKER BROTHERS
LAS CRUCES WINLECTRIC CO
MUELLER INDUSTRIES
D C SALES CO
SIGNATURE PRODUCTS GROUP
EUGENE WINSUPPLY CO
ELECTRIC MOTOR SERVICE
COOL-RITE
ADMIRAL EXPRESS
ALL ISLAND INDUSTRIAL SALES
ETERNAL TANKLESS WATER HEATERS
RAYWAL NORTH AMERICA INC
GRAND HALL USA INC
H & H MFG & DIST
WADES CUSTOM CONST CO
HANOVER - NCB
LONGMONT WINAIR CO
COLORADO SPRINGS WINDUSTRIAL
THE ONYX COLLECTION
QUICKDRAIN USA
KWIK-ZIP
DANCO
SANIFLO USA
SUMMIT FINANCIAL RESOURCES
HATFIELD AND COMPANY
VAPCO COMPANY
ENVIRONMENTAL WATER SERVICES
CONINE MANUFACTURING CO., INC.
ENVIRONMENTAL MARINE SERVICE
PSI WATER TECHNOLOGIES INC.
VENTAMATIC LTD
SELECTA PRODUCTS, INC.
CLA-VAL COMPANY
ZENITH RESOURCES INC
ACME MIAMI (ACME SERVICE CORP)
CAMBRIDGE RESOURCE
ROOF GOOSE VENT LLC
NIBCO INC

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Vendor Data

User:

Report Date:

Company:

RAMPART SUPPLY INC
RHEEM MAN CO AIR COND DIV
CREATIVE SPECIALTIES INC
PRAXIS COMPANIES LLC
BLACK & DECKER INC
CLEVELAND FAUCET GROUP
ADEMCO INC / HONEYWELL HOMES
WORKFLOW ONE
SIMPLIFIED LOGISTICS LLC
PITNEY BOWES GLOBAL FIN SRVCS
PITNEY BOWES INC
UNITED PARCEL SERVICE
OFFICEMAX CREDIT PLAN
WHOLESALERS GROUP BUYING
VERIZON WIRELESS
RYDER CARRIER MANAGEMENT SRVCS
GRANITE TELECOMMUNICATIONS
WIN CNSTLG SERVICES
DAPSCO INC
WGS - INFORMATION SYSTEMS
WGS - INFORMATION SUPPORT
WGS - PAYROLL SERVICES
WGS - QUALITY ASSURANCE
SHARED PURCHASING SOLUTIONS
WHOLESALERS CLEARING CO.
CINTAS CORPORATION
HARRINGTON CORPORATION
ROY E HANSON JR MFG
KUSEL EQUIPMENT CO
SWABY MANUFACTURING CO
TEAL CORPORATION
STANCOR INC
MUNRO PUMP INC
ISI COMMERCIAL REFRIGEATION
AQUASHIELD
AAA COOPER
SERVICE WIRE CO
MARATHON ROOFING PRODUCTS
EPS
WILLIAM H HARVEY CO
HEARTLAND SALES REPRESENTATIVE
DYNAQUIP CONTROLS
PEERLESS MARKETING GROUP
ANDERSON BEAUTY SUPPLY

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Vendor Data

User:

Report Date:

Company:

MCD COMPANY
SURESEAL MANUFACTURING
HOLBY VALVE
GENESIS SYSTEMS INC
D & S CONSULTING ENGINEERS
SPEARS CONSTRUCTION SUPPLY INC
HACKNEY LADISH INC
INSERTATEE
B & R PUMP & EQUIPMENT INC
JET SPECIALTY, INC
TYCO FIRE PROTECTION PRODUCTS
CURTIS RESTAURANT SUP & EQUIP
AM CONSERVATION GROUP INC
ANACO
FLORESTONE
PENTAIR VALVES & CONTROLS
JOKATER
JB PRODUCTS
MID-WEST INSTRUMENT
MID-STATES SUPPLY CO
PIPE-TYTES INC
TEXAS PIPE & SUPPLY
SMITH-COOPER INTERNATIONAL
PACIFIC SOUTHWEST INDUSTRIES
WINTERS INSTRUMENTS
DISTRIBUTOR SALES INC
BIG D TOOL CENTER
HYDRO RAIN INC
TOTAL PUMP & SUPPLY
BAROID INDUSTRIAL DRILLING PRO
AIRGAS USA LLC
BAROID IDP
WINDMILL 702 LLC
SEAGULL PRODUCTS LLC
NIX MUNUFACTURING
DAHL BROTHERS CANADA LIMITED
PROCESS EQUIPMENT SALES CORP
FLUID DYNAMICS NA
ERIC'SONS
SOLAR POWER & PUMP CO
XPEDX
APPLIED MOTOR CONTROLS LTD
ENVIRONMENTAL MFG INC
ANDERSON METALS CORP INC

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Vendor Data

User:

Report Date:

Company:

QMP INC
STANSBURY EQUIPMENT CO
BLACKHAWK INDUSTRIAL OKC
E L MUSTEE & SONS
OLDCASTLE PRECAST INC
SUNBELT GROUP
DODSON GLOBAL INC
THE PATE COMPANY
VAL-FIT INC
LTR FASTENER AND SUPPLY INC
GENERAC POWER SYSTEMS INC
FLINT AND WALLING
WINHOLT EQUIPMENT GROUP
WHITEHEAD FOOD EQUIPMENT
LENTUS LLC
HYDRO-BALANCE CORP
WATERPIK
AIR SYSTEMS AND PUMP SOLUTIONS
THRIFT ODORLESS DRAIN CLEANER
R B FITTINGS AND FLANGES INC
WATTS RADIANT
MSC INDUSTRIAL SUPPLY
KING INNOVATION
SITEONE LANDSCAPE SUPPLY
RELIANCE DETECTION TECH
ROMA STEAM BATH LTD
RYAN HERCO FLOW SOLUTIONS
R.B. AKINS
FALCON STAINLESS INC
PLUMBRITE, INC
GUARDIAN DRAIN-LOCK
FOX POOLS OF CENTRAL OK
HYDRAPRO INC
PERFECTO PRODUCTS INC
ANCHOR SCIENTIFIC INC
ALLIED HARDWARE AND BOLT
FAIRCHILD IND PRODUCTS CO
EWS INC
DESERT ASSEMBLY
OUTDOOR SHOWER CO
SAFE-T-COVER
HAHN APPLIANCE WAREHOUSE
UTILITY SUPPLY CO
HIGHLAND TANK & MFG CO

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Vendor Data

User:

Report Date:

Company:

INDUSTRIAL SPECIALTIES LLC
BAVCO
AMERICAN WHEATLEY HVAC PRODUCT
IRONWOOD MFG CO
AMES COMPANY
AWI MANUFACTURING
PETRO VALVE
OKLAHOMA BOILER EQUIPMENT
INTERNATIONAL THERMOCAST
AGONOW LLC
FOLLETT ICE
SPICER AND SANDBURG
TEXAS PROCESS EQUIPMENT
BANNER INTERNATIONAL
MECHANICAL SALES MIDWEST INC
MIDLAND MFG CO
DURACABLE MFG
LEEMCO
TAPMASTER INC
BARCLAY PRODUCTS LTD
KEN THOMAS
DFW PLASTICS, INC
LARSEN SUPPLY CO
GRAY METAL PRODUCTS INC
JEREMY SWARENGIN
KGM GAS MEASUREMENT
AMEREC
ELECTRIC EEL
AMERICAN FAUCET AND COATINGS
NICK MAVRO & ASSOCIATES
H.O. TRERICE CO
FLOODSTOP
RUBBERMAID COMMERCIAL PROUCTS
LABORATORY DESIGN & SUPPLY
NU-CALGON WHOLESALER, INC
HAYS FLUID CONTROLS
GRAND MACHINE & MANUFACTURING
ISIMET
WORTHINGTON CYLINDER CORP
AK INDUSTRIES INC
ELLIOTT ELECTRIC SUPPLY
EGGELHOF INC
SCHONSTEDT INSTRUMENT CO
GASCO

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Vendor Data

User:

Report Date:

Company:

PULSAFEEDER
CITY RESTAURANT SUPPLY
BEVOLO
UTILITY TECHNOLOGY SERVICES
TRIM TO THE TRADE
YRC
H&E ENGINEERED EQUIPMENT CO
BADGER METER INC
PEPEMAN PRODUCTS
WATER-RIGHT INC
ATLANTA NOLAND CO
WHITEHAUS COLLECTION
CAMPBELL MANUFACTURING INC
SIGMA FAUCET
CHARGER WATER TREATMENT
EGI / MR HEATER
H2O SUPPLY - S FORT WORTH
EAGLE GROUP
WYLIE SPRAY CENTER OKC
HAMAT USA
ACO POLYMER PRODUCTS INC
NIAGARA CONSERVATION
SOUTH DENVER WINDUSTRIAL CO
PIONEER INDUSTRIES
HYDRO QUIP
G-STRUT
UNITED REFRIGERATION INC
CONERY MFG
JACLO
B&K MUELLER LLC
WYATT IRRIGATION CO
PSA INC
PIONEER FASTENERS & TOOLS INC
F E MYERS
MAPA PRODUCTS
PATTERSON DENTAL
FIAT PRODUCTS
BRAY PROCESS CONTROL INC
BIG JOHN PRODUCTS
PIPING ALLOYS INC
MA-LINE MONTI AND ASSOCIATES
D13 GROUP LLC
OLYMPIA FAUCETS
AMERICAN SAW MFG LENOX

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Vendor Data

User:

Report Date:

Company:

ALDERON INDUSTRIES
NDS
NIX LUMBER INC
AIR COMPRESSOR SUPPLY
LIFT INDUSTRIAL SAFETY GEAR
LA KING CORPORATION
3M PURIFICATION INC
GAMCO
SPORTSEGE SAFETY
SIMMONS MFG CO
STERN ENGINEERING LTD
SEARCY WINTEMP
COUNCIL STAINLESS SHEET METAL
PENTAIR FILTRATION
BASS & HAYS FOUNDRY, INC
AMERICAN GRANBY
BERG-DORF PIPE & SUPPLY CO LLC
HART & COOLEY INC
PUMPS & CONTROLS INC
ROYER QUALITY CASTINGS INC
PLASTIC ODDITIES INC
EWING IRRIGATION OKC
GERBER PLBG FIXTURES CORP
WARD MANUFACTURING
WINGTITE
DANTE PRODUCTS
GREENLEE
COMFORT SALES AGENCY INC
WATERLESS CO INC
INTERNATIONAL PIPE & SUPPLY
AQUAPHOENIX SCIENTIFIC INC
UNIFIRST CORPORATION
LG ELECTRONICS U.S.A
JCR DISTRIBUTORS
HOBART CORP
KROWNE FAUCET
CENTRAL BRASS MFG
FEDERAL PROCESS COMPANY
MAINSTREAM ENGINEERING CO
POLYLOK INCORPORATED
AQUOR WATER SYSTEMS
SWAN CORPORATION
DELTA COMMERICAL FAUCETS
ARCHITECTURAL HARDWARE DESIGNS

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Vendor Data

User:

Report Date:

Company:

AIRETECHNOLOGIES
TUF-TITE CORP
FEBCO
MOTION INDUSTRIES
SOUTHERN WATER SERVICE LLC
FIRST CO.
LITTLE GIANT MANUFACTURING CO
MARK'S PLUMBING
SUPERIOR SIGNAL CO LLC
ARIZONA LIFTING SOLUTIONS
INTERMATIC
LAMPTON WELDING SUPPLY CO INC.
JUST MANUFACTURING COMPANY
WEISS INSTRUMENTS
NAVY BRAND MFG CO
ZURN PEX INC
MAC FAUCETS
COOL DRAIN FLOW INC
NANCE PRECAST CONCRETE PROD
MANSFIELD PLBG PRODUCTS
WAN-DA-BAR
STENNER PUMPS
SPIGOT MASTER
ISENBERG
HCH SPECIFICATION & SALES
HURCO TECHNOLOGIES INC
BEHAVIORAL SAFETY PRODUCTS
EZ-FLO
ULINE
ALBRIGHT STEEL PROD
THOMAS PIPE & SUPPLY CO
J R HOE
WESTLAKE PIPE & FITTINGS
COMPONENT HARDWARE GROUP
H.O.W. RUBBER
BUILD.COM
HAGAR RESTAURANT SERVICE
FIELDPIECE INSTRUMENTS INC
INSTRUMART
WEST CHESTER PROTECTIVE GEAR
HAWS DRINKING FCT CO
WHEELER REX MANUFACTURING
ERICO UNITED STATES
STERIS

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Vendor Data

User:

Report Date:

Company:

GROEBNER
TEXAS AIR SYSTEMS LLC
CHATHAM BRASS CO INC
SPEAKMAN CO
STERN-WILLIAMS CO INC
FISHER MANUFACTURING CO
DUB ROSS COMPANY INC
ADVANCED DISTRIBUTOR PRODUCTS
C & L SUPPLY APPLIANCES
INTERSAN MFG CO
STIEBEL ELTRON INC
SIGNATURE HARDWARE
GRANZOW
SUNSTAR INFRARED GAS HEATERS
TJERNLUND
GORLITZ SEWER & DRAIN INC
Z-FLEX CHIMNEY & VENTING
WELDBEND CORP
COMPASS MANUFACTURING INTL
HAMMERALL DISPOSER CO
BLACK SWAN MANUFACTURING
HIGHLAND LABS, INC
LAVELLE IND INC
COOPER B-LINE
COLUMBIA PRODUCTS
RINNAI AMERICA CORP HEADQU
MICROFLEX
KINGSTON BRASS, INC
LACO INDUSTRIES INC
CUNO/AQUA PURE INC
STANDARD SUPPLY
PASCO SPECIALTY & MFG
MIDLAND METAL
COMFORT DESIGNS BATHWARE
KUPFERLE LLC
XANTUS PRODUCTS
GLC PRODUCTS
RPM PRODUCTS INC
MCKINNEY AGENCY INC
MECHANICAL SALES CO
TPI CORPORATION
WAL-RICH CORPORATION
HAUSNER'S PRECAST CONCRETE
RESIDEO TECHNOLOGIES

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Vendor Data

User:

Report Date:

Company:

KECKLEY COMPANY
SUPPLYHOUSE.COM
SERVICE METAL
ICM
NEOPERL INC
D & D VIDEO SPECIALISTS LLC
OMNIPURE FILTER CO
3D PLUMBING PRODUCTS
HYDRANT REPAIR PARTS INC
FLOMATIC VALVES
CLEARWATER ENVIRO TECH
CASH ACME
WATER SAVER FAUCET CO
ATLAS UTILITY SUPPLY CO
ECOBEE INC
FOUST MARKETING INC
MR STEAM
DIVERSITECH
M&M SUPPLY CO STORE 12
JONES STEPHENS CORP
SW SERVICES
METERS AND ELECTRONICS
LAWLER MANUFACTURING CO
AXENT INTELLIGENCE INC
CARRIER ENTERPRISE
SANI SEAL LLC
MALCO PRODUCTS SBC
BATORAY WHOLESALE DISTRIBUTORS
CREATIVE SAFETY SUPPLY
STAN ROBERTS & ASSOC INC
SHUBEE INC
MILWAUKEE VALVE
MAGIC REFRIGERATION CO
SILVERLINE PLASTICS
IPEX INC
NDL INDUSTRIES INC
MIDWEST HOSE & SPECIALTY
JOSAM COMPANY
FLOWS.COM
BRUCO PRODUCTS LLC
JMB INDUSTRIES INC
KENNEDY VALVE
STRIEM, LLC
T&T TOOL'S INC

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Vendor Data

User:

Report Date:

Company:

TACO INCORPORATED
OS&B
GENERAL PLASTICS INC
MCGUIRES MFG
PENTAIR FLOW TECHNOLOGIES
INTERNATIONAL CODE COUNCIL
GRAINGER
SJE-RHOMBUS
ROMAC INDUSTRIES INC
TOOLCEPTIONS INC
RHEEM WATER HEATER
CANATURE WATERGROUP USA INC
WILLOUGHBY INDUSTRIES INC
M&M MANUFACTURING INC
CAMCO MFG CO
ARROWHEAD BRASS PRODUCTS
METCRAFT INC
EEMAX INC
NEENAH FOUNDRY CO
TIGRE
SOLER PALAU USA (S&P)
FLEXICRAFT INDUSTRIES
CARDINAL POOLS
WADE DRAINS
DBA ZEBRA INSTRUMENTS
SANTEEN PRODUCTS
CHICAGO FAUCET CO
ADVANCE TABCO
WATTS/BLUCHER DRAINAGE PRODUCT
THERMASOL
MOEN INC
AQUATHERM LP
LAKOS FILTRATION
COOL AIR PRODUCTS
REFRIGERATION TECHNOLOGIES
TELESTEPS LADDERS INC.
CABLE TIE EXPRESS
BAKER MFG
RED DEVIL INC
NORITZ AMERICA CORP
GLASFLOSS
BARRY E. WALTER SR. CO
METAL-FAB INC
CUES, INC

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Vendor Data

User:

Report Date:

Company:

NUPLA LLC
APOLLO/CONBRACO IND
CENGAGE LEARNING
GUARDIAN EQUIPMENT
RWC/HOLDRITE
TRANE SUPPLY
HAMBRICK-FERGUSON/OKC
IN SINK ERATOR DIV
LEONARD VALVE CO
REED MANUFACTURING COMPANY
NEBO TOOLS
ALLOY & STAINLESS PIPEING INC
INSUL-PIPE SYSTEMS
ESAB CUTTING AND WELDING
AERO MANUFACTURING CO
BEMIS MFG CO
A-GAS
BK RESOURCES
CARROLL PARTS (INSINKERATOR)
CORE & MAIN LP
SOUTHWIRE COMPANY, LLC
DALLAS SPECIALTY & MFG CO
ADS DRAINAGE SYSTEMS
ITW CCNA
MIL3 INC
AMTROL INC
TRIPLE CITIES WINDUSTRIAL CO
LEAKTITE
VESTA SMART TECHNOLOGY
AMERICAN VALVE INC
HAYNES EQUIPMENT CO
AMERICAN STANDARD
BAR INDUSTRIES
GUY L WARDEN & SONS
KNIPEX TOOLS
NUVO H2O FILTRATION
THERM-STOR LLC
BLACK & DECKER (US) INC
NORWESCO INC
MURDOCK SUPERSECURE
AQUATIC
MERRILL MFG
POWERS PROCESS CONTROLS
NORTH STAR WATER CONDITIONING

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Vendor Data

User:

Report Date:

Company:

BLANCO AMERICA INC
PENTAIR THERMAL MGMT
TITAN FLOW CONTROL
SUBTECH MANUFACTURING INC
ORION FITTINGS INC
IGAS USA
WHITE-RODGERS
ALLIANCE MANUFACTURE REP
SEALED UNIT PARTS CO
L H DOTTIE
ATLAS FILTRI NA LLC
NEUCO
BERRY GLOBAL
LOCHINVAR HEATERS AND PARTS
D & W SYSTEMS SALES
WILKINS
CELLO PRODUCTS
MURRAY CORPORATION
SALVAJOR
JOHNSON CONTROLS
GENERAL WIRE & SPRING CO
SIGMA CORPORATION
BMI
WATCO MFG CO
QUIKRETE
PINNACLE GAS PRODUCTS
JETTA CORPORATION
J C WHITLAM MFG CO
HYMAX KRAUSZ USA
TAPCO / TAPCO SOUTH
C & L HVAC & PLUMBING
SMITH-BLAIR
PLASTIC TRENDS INC
CANPLAS INDUSTRIES
FLUSHMATE
PRO CHARGE
MOUNTAIN PLUMBING PRODUCTS
PREFERRED PUMP & EQUIPMENT
MILL-ROSE COMPANY
ENGINEERED EQUIPMENT INC OKC
MIDWEST PLUMBING PRODUCTS LLC
WHITEHALL MFG
ZOELLER PUMP COMPANY LLC
AB&I FOUNDRY

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Vendor Data

User:

Report Date:

Company:

AMERICAN METALS SUPPLY
VICTAULIC
PSI FASTENERS LLC
OSLIN NATION OF DALLAS FT WORT
HUGHES SAFETY SHOWERS
M & M INSULATION INC
JMF COMPANY
BERTREM PRODUCTS INC
LEGEND VALVE
DUCTWORX
UTILITY EQUIPMENT TECHNOLOGIES
GENE RICH & CO INC
EMPIRE INDUSTRIES INC
FREUD AMERICA INC
GOULDS WATER TECH (XYLEM)
PRICE PFISTER
GRUNDFOS PUMPS CORP
GEORG FISCHER CENTRAL PLASTICS
DAKOTA SOURCING LLC
SYMMONS INDUSTRIES
360 SHEET METAL & FABRICATION
RECTORSEAL CORP
NSC MARKETING GROUP INC
UPONOR INC
KNOX COMPANY
MITCHELL METAL PRODUCTS INC
GUNDER ASSOCIATES INC
PHOENIX SUPPORT SYSTEMS
CENTENNIAL PLASTICS INC
NIBCO INC
IPS CORPORATION
AY MCDONALD MFG CO
SPARTAN TOOL
KISSLER & CO INC
COMPONENT MANUFACTURING CORP
ALLIED GROUP
EVERFFLOW
PIPELIFE JETSTREAM INC
BRAXTON HARRIS CO
FERNCO INCORPORATED
BARRINGTON MFG
MIFAB INC
RELIANCE WORLDWIDE CORP
OATEY CO

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Vendor Data

User:

Report Date:

Company:

MARS
LIBERTY PUMPS
GASTITE
CALEFFI NORTH AMERICA INC
WATTS REGULATOR CO
HALO WATER SYSTEMS, LLC
MATCO-NORCA
SUNBELT MARKETING INC
INTELLIHOT
BRADLEY CORP
NAVIEN INC
REECE-HOPPER SALES LLC
DURATRAC
BRASS CRAFT MFG
ACORN ENGINEERING CO
SPEARS MANUFACTURING CO
SCHIER PRODUCTS INC
KESSLER SALES & DISTRIBUTION
T & S BRASS & BRONZE WORKS INC
WOODFORD MFG
SIOUX CHIEF MFG CO
STA-RITE IND INC
JR SMITH MFG CO
PRIER PRODUCTS INC
UNITED PIPE & STEEL
ANVIL INTERNATIONAL
JOMAR INTERNATIONAL
MILWAUKEE ELECTRIC TOOL
ELKAY MFG CO
LESSO AMERICA INC
DELTA FAUCET COMPANY
TWENTYTHREEC LLC
ZURN INDUSTRIES INC
EULLE USA CORP
SLOAN VALVE CO
VIEGA LLC
CHARLOTTE PIPE & FOUNDRY CO
A.O. SMITH (HEATERS ONLY)
EMERSON PROF TOOLS (RIDGID)

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Solicitation 25607

PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 25607
PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS

Bid Number **25607**
Bid Title **PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS**
Expected Expenditure **\$275,000.00** (This price is expected - not guaranteed)

Bid Start Date **Jul 10, 2024 7:51:46 AM CDT**
Bid End Date **Jul 31, 2024 10:00:00 AM CDT**
Question & Answer End Date **Jul 25, 2024 12:00:00 PM CDT**

Bid Contact **Monica Hardesty**
monica.hardesty@okc.gov

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

Bid Contact **Tammi Frederick**
tammi.frederick@okc.gov

Contract Duration **1 year**
Contract Renewal **2 annual renewals**
Prices Good for **Not Applicable**

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

Bid Comments **The Expected Expenditure amount of \$275,000 for this commodity is an estimate for a one-year period based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such items 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.**

To enter into pricing agreements for the purchase of plumbing supplies, accessories, and related items for various City Departments and Trusts.

Please do not zip files.

Item Response Form

Item **25607--01-01 - Delivery: In Stock**
Lot Description **Delivery**

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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

List number of days for delivery of in-stock items.

Item **25607--01-02 - Delivery: Non Stock**

Lot Description **Delivery**

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

List number of days for delivery of non-stock items.

Item **25607--02-01 - Website: Standard Website with Retail Pricing**

Lot Description **Website**

Quantity **1 each**

Percentage

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

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

N/A

Oklahoma City OK 73102

Qty 1

Description

Enter discount from price shown on website. Provide website URL in the Buyer Note field.

Item **25607--02-02 - Website: Standard Website Exceptions**

Lot Description **Website**

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

Upload an attachment showing exceptions to the website discount or type in the Buyer Note field.

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Item **25607--02-03 - Website: Standard Website List**

Lot Description **Website**

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

Upload an attachment showing the brands and or manufacturers you represent or type in the Buyer Note field.

Item **25607--03-01 - Catalogs or Price Lists: Catalogs or Price Lists**

Lot Description **Catalogs or Price Lists**

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 discount from price shown on price list or catalog in the Buyer Note Field. Attach electronic catalog or price list to this line item.

Item **25607--03-02 - Catalogs or Price Lists: Catalogs or Price Lists**

Lot Description **Catalogs or Price Lists**

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

Upload an attachment showing exceptions to the discount or type in the Buyer Note field.

Item **25607--03-03 - Catalogs or Price Lists: Catalogs or Price Lists**

Lot Description **Catalogs or Price Lists**

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

Upload an attachment showing the brands and or manufacturers you represent or type in the Buyer Note field.

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Item **25607--04-01 - Storefront: Storefront**
Lot Description **Storefront**
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 discount from retail storefront pricing in the Buyer Note field.

Item **25607--04-02 - Storefront: Storefront**
Lot Description **Storefront**
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

Upload an attachment showing exceptions to the discount or type in the Buyer Note field.

Item **25607--04-03 - Storefront: Storefront**
Lot Description **Storefront**
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

Upload an attachment showing the brands and or manufacturers you represent or type in the Buyer Note field.

Item **25607--05-01 - Attachments: Bidder's Current W-9**
Lot Description **Attachments**
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

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Description
Attach current W-9

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

Discount for Prompt Payment % Days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands of the parties hereto:

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

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

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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

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

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

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NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Witness the hands of the parties hereto:

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

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

Type Name of Authorized Agent/Representative

Company Name

Address

Telephone Number and Fax Number, if any

Title

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

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County of *

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

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(Published in *The Journal Record* on July 10, 2024)

NOTICE TO BIDDERS

Notice is hereby given that City of Oklahoma City (“Contracting Entity”) will receive electronic bids at the **OFFICE OF THE CITY CLERK, 200 North Walker Avenue, Oklahoma City, Oklahoma 73102** until 10:00:00 a.m., on the 31st day of July, 2024, for the following:

BID 25607 – Plumbing Supplies, Accessories, and Related Items

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

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

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

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

**ELECTRONIC BID PACKET
PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS
TABLE OF CONTENTS**

GENERAL INSTRUCTION AND REQUIREMENTS FOR BIDDERS.....	1	
OKLAHOMA OPEN RECORDS ACT AND CONFIDENTIAL INFORMATION	3	
BID SPECIFICATIONS.....	4	
INTENT	5	
SCOPE OF PRICING AGREEMENT/CONTRACT.....	5	
SUBSTITUTE OFFERS.....	5	
CONTRACTING ENTITY	5	
BIDDER.....	5	
PRICING AGREEMENT/CONTRACT PERIOD.....	5	
PRICING AGREEMENT/CONTRACT RENEWAL OPTION	5	
DELIVERY.....	6	
INSPECTION AND ACCEPTANCE AT DESTINATION	6	
F.O.B. DESTINATION	6	
COMMERCIAL PACKAGING.....	6	
ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)	6	
ORDER OF PRECEDENCE	7	
PAYMENT METHODS.....	7	
PAYMENT/INVOICE.....	8	
WARRANTY	8	
GENERAL PROVISIONS	9	
SAFETY DATA SHEETS.....	9	
OTHER PROVISIONS.....	10	
TECHNICAL PROVISIONS	12	
LETTER OF AUTHORIZATION.....	14	

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GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

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

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

- (a) Payment for goods and services as specified in the Pricing Agreement/Contract shall be processed promptly after completion of delivery and acceptance of items and after receipt from Bidder of properly prepared invoice(s) and/or notarized claim voucher(s), if applicable. Purchases may be made by certain City or Trust employees using a purchasing card. Employees of Contracting Entity are required, when possible, to use a purchasing card for purchases under the amount of \$5,000 for a single transaction. For single transactions over \$5,000, the Bidder may request payment be completed by issuance of a purchase order. Processing fees may not be added when a purchasing card is used. The bid price shall cover any fees a bidder may incur.
 - (b) Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. Discounts offered by the Bidder will be taken, however, if payment is made within the discount period.
 - (c) Late charges cannot be assessed against Contracting Entity.
9. **LATE INVOICES:** If the purchase order indicates that the purchase is being made with City funds, all unpaid invoices pertaining to this Pricing Agreement/Contract must be recorded in the Finance Department, Accounts Payable Section, or in the Office of the City Clerk on or before September 30 for all debts incurred during the prior fiscal year (July 1 through June 30), or said invoice shall be void and forever barred. (See 62 Okla. Stat. 2010 § 310.4).
10. **DELIVERY:**
- (a) All bid prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the bid specifications) with all charges prepaid to the actual point of delivery.
 - (b) Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids to be rejected. A successful Bidder is required to keep the purchasing department advised at all times of the status of the order and delivery. All goods or services shall be delivered within thirty (30) days from the date of the award of the Pricing Agreement/Contract, unless specified otherwise.
11. **AWARD OF PRICING AGREEMENT/CONTRACTS:** The Contracting Entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.
12. **PERFORMANCE BONDS:** If required by the specifications, the successful Bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of Pricing Agreement/Contract.
13. **PATENTS:** The Bidder agrees to indemnify and save harmless the Contracting Entity, including any of Contracting Entity's employees, the purchasing agent and assistants from all suits and actions of every nature and description brought against the Bidder and/or any assistants because of, or for the use of, patented or licensed appliances, products, or processes. The Bidder shall pay all royalties and charges which are legal, and equitable evidence of such payment or satisfaction shall be submitted upon request of the Contracting Entity, as a necessary requirement in connection with the final execution of any Agreement/Contract in which patented or licensed appliances, products, or processes are to be used.
14. **TERMINATION:**
- (a) The performance of services and/or the delivery of items under any Pricing Agreement/Contract may be terminated by the Contracting Entity, in whole or in part, whenever it is determined to be in the best interest of the Contracting Entity.
 - (b) Any such termination will be effected by delivery to the Bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.
 - (c) After receipt of a termination notice, the Bidder shall stop performance of services and/or accept no further orders under the Pricing Agreement/Contract.
15. **COMPLIANCE WITH APPLICABLE LAWS:** All Proposers must comply with all applicable federal, state or local laws and regulations, including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. §§ 2000d, -et seq.
16. **SELF-INSURED:** The Contracting Entity is self-insured for its own negligence. The liability of the Contracting Entity for acts of negligence are limited and subject to the Governmental Tort Claims Act, 51 O.S. §§ 151, *et seq.*
17. **RIGHT TO AUDIT:** The Contracting Entity shall at all times have the right to examine books, papers and records of the successful Bidder relative to all aspects of the Pricing Agreements/Contracts awarded as a result of this bid to confirm Pricing Agreement/Contract compliance. Failure to provide the requested information may result in termination of the Pricing Agreement/Contract. This right to audit only affects Pricing Agreement/Contract compliance as a result of this bid, and does not apply to Bidder records beyond the scope of the Pricing Agreement/Contract.
18. **REFERENCES:** The Contracting Entity has the right to request references from bidders.
19. **BID EVALUATION:** Bids will be evaluated based upon the lowest overall cost to the Contracting Entity and a bidder's responsiveness to the requirements of the specifications. The Contracting Entity retains the right to waive minor deficiencies of specifications, technicalities or informalities in a bid, provided that the best interest of the Contracting Entity would be served without prejudice to the rights of other bidders.

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

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

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

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

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

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

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BID SPECIFICATIONS

PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS

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**BID SPECIFICATIONS
PLUMBING SUPPLIES, ACCESSORIES, AND RELATED ITEMS
Instructions to Bidders**

INTENT: To enter into pricing agreements for the purchase of plumbing supplies, accessories, and related items for various City Departments and Trusts.

It is anticipated the pricing agreement(s) will be effective on September 14, 2024. The current agreements expire on September 13, 2024.

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

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

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

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

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

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

PRICING AGREEMENT/CONTRACT RENEWAL OPTION:

1. This Pricing Agreement/Contract is renewable for two additional one-year periods at the option of the Contracting Entity. Should the Contracting Entity desire to renew the pricing agreement/contract, a written preliminary notice will be furnished to the Bidder prior to the expiration date of the Pricing Agreement/Contract. (Such preliminary notice will not be deemed to commit the Contracting Entity to renew.)

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

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

INSPECTION AND ACCEPTANCE AT DESTINATION:

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

F.O.B. DESTINATION:

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

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

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE):

1. The quantity of any item, good, or service when shown in the price schedule as an estimate of an annual requirement is merely an estimate based on currently available information. The purchase of any such item or quantity of good or service is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected.
2. The Bidder agrees to furnish all quantities ordered by the Contracting Entity during the Pricing Agreement/Contract period.
3. The Contracting Entity agrees to place orders with the Bidder for all its requirements for those items shown in the price schedule, as awarded, except as follows:

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

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

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

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

PAYMENT/INVOICE:

1. Payments will be processed promptly after completion of delivery of ordered items and after receipt of properly prepared invoices.
2. **FOR ORDERS PLACED BY PURCHASE ORDER:** The original invoice must be mailed directly to The City of Oklahoma City, Accounts Payable, 100 N. Walker Avenue, Suite 200, Oklahoma City, Oklahoma 73102, or invoices may be e-mailed to accounts payable@okc.gov. If invoices are e-mailed, a paper copy should not be mailed.

This information is printed on the front of each purchase order. Copies of invoices may be sent to other addresses upon request. However, if the original invoice is sent to any other address, payment will be delayed, or may not be processed at all. Should another trust or government entity be using this contract they may request a different invoice address.

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

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

WARRANTY:

1. The Bidder warrants that at the time of delivery, all items furnished under this Pricing Agreement/Contract will be free from defects in material or workmanship and will conform to the specifications and all other requirements of this Pricing Agreement/Contract. All Bidders will furnish with their bid one copy of their warranty applicable to the supplies or equipment to be furnished.
2. As to any item which does not conform to this warranty, the Bidder agrees that the Contracting Entity shall have the right to:
 - a. Reject and return each nonconforming item to the Bidder for correction or replacement at the Bidder's expense
 - b. Require an equitable adjustment in the Pricing Agreement/Contract price.
3. This warranty shall be in addition to any other rights of the Contracting Entity.

4. All equipment warranties shall start on the date of installation and will be for the full term of said warranty.

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

- a. Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement
- b. Non-Collusion Affidavit
- c. General Instructions and Requirements for Bidders
- d. Specifications
- e. Oklahoma Open Records Act and Confidential Information

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

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

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

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

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BID SPECIFICATIONS

Other Provisions

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

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

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

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

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

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

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

The City of Oklahoma City
Procurement Services Division
Attn: Monica Hardesty, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
Monica.Hardesty@okc.gov

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BID SPECIFICATIONS

Technical Provisions

INTENT: To enter into pricing agreements for the purchase of plumbing supplies, accessories, and related items for various City Departments and Trusts.

It is anticipated the pricing agreement(s) will be effective on September 14, 2024. The current agreements expire on September 13, 2024.

SUBSTITUTE BRAND ITEMS: Substitution of brand item(s) awarded through these specifications is strictly prohibited and may be cause for termination of the pricing agreement **unless prior approval is granted by the ordering department.** It shall be the responsibility of the vendor to provide all supporting documentation where the brand item ordered is different from the brand item awarded.

DELIVERY SCHEDULE: Delivery of stock items must be made within 1-2 working days after receipt of purchase order or purchasing card number. Delivery of non-stock items must be made within 15-20 working days after receipt of purchase order or purchasing card number. Should vendor be unable to meet the above delivery times, the Contracting Entity reserves the right to purchase the item from another vendor. Delivery shall be made to any City department/division or Trust as stated on the purchase order or at the time an order is placed with a purchasing card. Generally, all shipments will be made within the corporate limits of the City of Oklahoma City. All items will be F.O.B. Oklahoma City. The bid price shall include the cost of delivery to numerous locations within the City limits of Oklahoma City.

BID SUBMITTAL: Bidders shall state a percentage discount from the **Prevailing Manufacturer's National Suggested Retail Price List** for each brand bid. Cost (+) plus bids will not be considered. Pricing must be submitted through the line-item area of the electronic bidding system.

Bidders shall be prepared to produce the price list(s) or relevant portions thereof when requested by the Contracting Entity for price verification purposes if all price lists are not attached to the bid when submitted. Bidders are encouraged to provide online resources for the verification of the Manufacturers Prevailing National Suggested Retail Price List or attach catalogs and/or price lists in the line-item area of the electronic bidding system. If Bidders have a variety of catalogs and discounts, the alternate offer option can be used in the line-item area of the electronic bidding system to add each brand.

The discount bid represents the minimum discount available. It is understood vendors may have a tiered pricing structure from their supplier and greater discounts may be available. For large orders, departments are encouraged to request volume discounts. When special promotions or sales conflict with the bid price, the lesser of the two prices shall prevail.

INTERNET ACCESS: The Contracting Entity prefers to utilize available technology to the benefit of both the Contracting Entity and the awarded vendor(s). Information on available websites should be submitted in the line-item area of the electronic bidding system.

Bidders best able to demonstrate a cost effective, efficient, and auditable quoting/ordering system may receive preference.

PRODUCT LINES: The Contracting Entity recognizes that the product lines of the successful bidders may change during the term of the contract. New product lines may be added and existing product line(s) may be replaced provided they are equal to or greater quality than the product line(s) they are replacing.

STOCKING REQUIREMENTS: Each Bidder must be a stocking distributor (at the Oklahoma City branch location) of each item or product line on which they are bidding. The Bidder may be required to produce documentation showing proof of distributorship at the Oklahoma City location. All non-stock bids shall be so noted, and a non-stock bid will be awarded only if there are no in-stock bids received for each item and/or product line. In addition, the Bidder shall maintain an office or distribution point within the greater Oklahoma City area, whereby ordering Departments / Trusts may obtain deliveries and technical services when required. Answering services in lieu of offices or distribution points are not acceptable.

QUALITY: The apparent silence of this specification as to any detailed description concerning any point shall be regarded as meaning that only the best commercial practice is to prevail, and that only materials and workmanship of first quality are to be used. All interpretations of these specifications shall be made from this statement. Proof of compliance shall be the responsibility of the Bidder.

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

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

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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 _____ to
(PRINTED NAME OF AUTHORIZED AGENT)

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 <u>must</u> be: President, Vice-President, Chairperson, or Vice-Chairperson
LLC	The authorizing officer <u>must</u> be: Manager, Managing Member, President, or Vice-President
Partnership	The authorizing officer <u>must</u> be: General Partner
Joint Venture	The authorizing officer <u>must</u> be: An Authorized Officer of Each of the Ventures

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(Internal use only)

PeopleSoft Vendor ID: _____ Entered by: ____

Helpdesk Ticket #: _____ Date: _____

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

VENDOR REGISTRATION FORM

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

Select One:

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

SDBE Program: Please select all applicable vendor characteristics:

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

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

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

Mailing Addresses:

PURCHASE ORDERS

BUSINESS NAME

ADDRESS 1

PAYMENT REMITTANCE

BUSINESS NAME

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ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

ADDRESS 2

CITY

STATE

ZIP CODE

CONTACT PERSON

EMAIL ADDRESS

TELEPHONE NUMBER

Do you wish to receive payments by electronic funds transfer?

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

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

TYPE NAME OF PERSON AUTHORIZED TO SIGN

TITLE

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

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

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

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**Question and Answers for Bid #25607 - PLUMBING SUPPLIES, ACCESSORIES, AND RELATED
ITEMS**

Overall Bid Questions

There are no questions associated with this bid.

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