

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

21st day of June, 2022.

ATTEST:

Amy K. Simpson
CITY CLERK



[Signature]
Vice MAYOR

Reviewed for form and legality.

Carol Annett
ASSISTANT MUNICIPAL COUNSELOR

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Supplier: **Batteries Sooner, LLC**

**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 **BATTERIES SOONER, LLC DBA BATTERIES PLUS** hereinafter referred to as "Bidder" and The City of Oklahoma City, a municipal corporation, or a participating Public Trust of which The City of Oklahoma City is Beneficiary hereinafter referred to as the "Contracting Entity."

WITNESSETH:

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

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

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

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

Discount for Prompt Payment **0% 30 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.

BRANDON BOOZER

Type Name of Authorized Agent

VP/OWNER

Title of Authorized Agent

BATTERIES SOONER, LLC DBA BATTERIES PLUS

73108

Company Name and Address

Zip Code

405-605-1237

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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Supplier: **Batteries Sooner, LLC****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 ← ←

BRANDON BOOZER

Type Name of Authorized Agent/Representative

BATTERIES PLUS

Company Name

4100 WILL ROGERS PKWY, STE 300

Address

4056051237

Telephone Number and Fax Number, if any

VICE PRESIDENT

Title

73018

Zip Code

TO BE COMPLETED BY THE NOTARY:

State of *

OKLAHOMA

)

) SSS

County of *

OKLAHOMA

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Supplier: Batteries Sooner, LLC**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: **BATTERIES PLUS**

Address: **4100 WILL ROGERS PKWY**

Contact Person: **BRANDON BOOZER** Email Address: **government@okbatteriesplus.com**

Telephone Number: **4056051237** Fax Number:

Billing Contact:

Company Name: **BATTERIES SOONER, LLC DBA BATTERIES PLUS**

Address: **4100 WILL ROGERS PARKWAY SUITE 300 OKLAHOMA CITY, OK 73108**

Contact Person: **RHONDA GARDNER** Email Address: **accounting@okbatteriesplus.com**

Telephone Number: **405-601-0701** Fax Number:

Service Contact:

Company Name: **BRANDON BOOZER**

Address: **4100 WILL ROGERS PKWY**

Contact Person: **BRANDON BOOZER** Email Address: **government@okbatteriesplus.com**

Telephone Number: **4056051237** Fax Number:

After Hours Emergency Number(s) **4052264493**

After Hours Emergency Number(s)

After Hours Emergency Number(s)

After Hours Emergency Number(s) **government@okbatteriesplus.com**

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Batteries Sooner, LLC

Bid Contact **Jennifer Harrison**
government@okbatteriesplus.com
Ph 405-601-0680

Address **4100 Will Rogers Parkway**
Suite 300
Oklahoma City, OK 73108

Bid Notes **ALL DURACELL ULTRA BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND RELIABILITY**

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23800--01-01	Delivery:	Supplier Product Code:	First Offer -	1 / day	Y
	Delivery	Supplier Notes: 1-5 days ARO typical. Also, available for pickup 7 days a week at 5 area locations.			

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23800--02-01	Website:	Supplier Product Code:	First Offer - 0.00%	1 / each	Y
	Website/Electronic Catalog	Supplier Notes: www.batteriesplus.com is available. Also, an electronic catalog and extensive spec sheet and other information is available.			

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23800--03-01	Catalogue/Price List:	Supplier Product Code:	First Offer - 0.00%	1 / each	Y
	Catalogue/Price List	Supplier Notes: Price list is available			

Lot Total \$0.00

Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch. Docs
23800--04-01	Battery:	Supplier Product Code: SLI22NF	First Offer - \$82.08	1 / each	Y
	Make	Supplier Notes: ALL DURACELL			
	5022NF/CCA	ULTRA BATTERIES ARE MADE IN THE			
	NLT 390				

USA FOR MAXIMUM QUALITY AND
RELIABILITY

23800--04-02	Battery: Make 8301/CCA NLT 525	Supplier Product Code: SLI27MDC Supplier Notes: ALL DURACELL ULTRA BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND RELIABILITY	First Offer - \$115.37	1 / each	\$115.37	Y
23800--04-03	Battery: Make 7527/CCA NLT 700	Supplier Product Code: SLI27 Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$134.24	1 / each	\$134.24	Y
23800--04-04	Battery: Make 8478/CCA NLT 770	Supplier Product Code: SLI78M Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$164.78	1 / each	\$164.78	Y
23800--04-05	Battery: Make 7251/CCA NLT 810	Supplier Product Code: SLI4DLT Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$143.00	1 / each	\$143.00	Y
23800--04-06	Battery: Make 8465/CCA NLT 735	Supplier Product Code: SLI65XM Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$164.76	1 / each	\$164.76	Y
23800--04-07	Battery: Make 7238/CCA NLT 700	Supplier Product Code: SLI31SB Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$108.71	1 / each	\$108.71	Y
23800--04-08	Battery: Make 7266/CCA NLT 1000	Supplier Product Code: SLI4DA Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$159.75	1 / each	\$159.75	Y

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23800--04-09	Battery: Make 7578/CCA NLT 770	Supplier Product Code: SLI78 Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$134.25	1 / each	\$134.25	Y
23800--04-10	Battery: Make 7575/CCA NLT 630	Supplier Product Code: SLI75 Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$134.24	1 / each	\$134.24	Y
23800--04-11	Battery: Make 7565 (65 Group)/CCA NLT 875	Supplier Product Code: SLI65M Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$139.77	1 / each	\$139.77	Y
23800--04-12	Battery: Make 7558R/CCA NLT 580	Supplier Product Code: SLI58R Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$134.24	1 / each	\$134.24	Y
23800--04-13	Battery: Make 8DXHD/CCA NLT 1155	Supplier Product Code: SLI8DAFT Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$199.71	1 / each	\$199.71	Y
23800--04-14	Battery: Make 4DXHD/CCA NLT 1000	Supplier Product Code: SLI4DA Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$159.75	1 / each	\$159.75	Y
23800--04-15	Battery: Make 31 MHD/CCA NLT 950	Supplier Product Code: SLI31SA Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$108.70	1 / each	\$108.70	Y
23800--04-16	Battery: Make 31 MHD/CCA NLT 1125	Supplier Product Code: SLI31SHS Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA	First Offer - \$149.77	1 / each	\$149.77	Y

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FOR MAXIMUM QUALITY AND
DURABILITY

23800--04-17	Battery: Make 31P/CCA NLT 950	Supplier Product Code: SLI31PA Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$108.70	1 / each	\$108.70	Y
23800--04-18	Battery: Make 70DTUPL/CCA NLT 350	Supplier Product Code: SLI75DT Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$107.23	1 / each	\$107.23	Y
23800--04-19	Battery: Make MT65/CCA NLT 675	Supplier Product Code: SLI65 Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$134.24	1 / each	\$134.24	Y
23800--04-20	Battery: Make 7236/CCA NLT 950	Supplier Product Code: SLI31SA Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$108.70	1 / each	\$108.70	Y
23800--04-21	Battery: Make 8478/CCA NLT 850	Supplier Product Code: SLI78M Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$164.78	1 / each	\$164.78	Y
23800--04-22	Battery: Make 9848/CCA NLT 760	Supplier Product Code: SLI48AGM Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$219.13	1 / each	\$219.13	Y
23800--04-23	Battery: Make 7668/CCA NLT 1100	Supplier Product Code: SLI8DBUS Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$174.19	1 / each	\$174.19	Y

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23800--04-24	Battery: Make 8146/CCA NLT 6 Volt Rechargeable	Supplier Product Code: SLIGC125 Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$162.20	1 / each	\$162.20	Y
23800--04-25	Battery: Make 9834/CCA NLT 775	Supplier Product Code: SLI34AGM Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$219.14	1 / each	\$219.14	Y
23800--04-26	Battery: Make 7271/CCA NLT 1400	Supplier Product Code: SLI8DAFT Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$199.71	1 / each	\$199.71	Y
23800--04-27	Battery: Make 7534/CCA NLT 690	Supplier Product Code: SIL34 Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$134.24	1 / each	\$134.24	Y
23800--04-28	Battery: Make 8DMHD/CCA NLT 1400	Supplier Product Code: SLI8DA Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$199.71	1 / each	\$199.71	Y
23800--04-29	Battery: Make 8434/78 /CCA NLT 770	Supplier Product Code: SLI34DTM Supplier Notes: ALL DURACELL BATTERIES ARE MADE IN THE USA FOR MAXIMUM QUALITY AND DURABILITY	First Offer - \$164.77	1 / each	\$164.77	Y
23800--04-30	Battery: Automotive Batteries	Supplier Product Code: OTHER Supplier Notes: ALL OTHER BATTERIES WILL BE PRICED AT THE COMMERCIAL DISCOUNTED VARIABLE RATE. ALL DURACELL	First Offer - 1.00%	1 / each	1.00%	Y

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BATTERIES ARE MADE IN THE USA
FOR MAXIMUM QUALITY AND
DURABILITY

23800--04-31	Battery: Trade-In Allowance per Battery	Supplier Product Code: SLICORE-R	First Offer - \$0.00	1 / each	\$0.00	Y
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23800--04-32	Battery: Core Batteries	Supplier Product Code: SLICORE	First Offer -	1 / each		Y
Supplier Notes: CORES NOT TURNED IN WILL BE CHARGED \$12/UNIT. SOME BATTERIES MAY BE MORE OR LESS THAN A UNIT. PLEASE ASK POC FOR DETAILS.						

23800--04-33	Battery: Miscellaneous Accessories	Supplier Product Code: MISCAUTO	First Offer -	1 / each		Y
Supplier Notes: ALL ACCESSORIES WILL BE PRICED AT STANDARD COMMERCIAL VARIABLE DISCOUNTED RATES.						

23800--04-34	Battery: Miscellaneous Accessories	Supplier Product Code: MISCAUTO	First Offer - 1.00%	1 / each	1.00%	Y
Supplier Notes: ALL ACCESSORIES WILL BE PRICED AT STANDARD COMMERCIAL VARIABLE DISCOUNTED RATES.						

					Lot Total	\$4,329.86
Item #	Line Item	Notes	Unit Price	Qty/Unit	Attch.	Docs

23800--05-01	Buy-Back Exchange Policy: Buy-Back/Trade-In of Repair Parts	Supplier Product Code: SLICORE-R	First Offer -	1 / each		Y
Supplier Notes: ANY CORES RETURNED WILL BE RECYCLED IN ACCORDANCE WITH ALL APPLICABLE LAWS USING EPA APPROVED RECYCLING FACILITIES.						

					Lot Total	\$0.00
					Supplier Total	\$4,329.86

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Solicitation 23800

AUTOMOTIVE BATTERIES AND RELATED SUPPLIES

Bid Designation: Public



The City of
OKLAHOMA CITY

City of Oklahoma City and its Trusts

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Bid 23800
AUTOMOTIVE BATTERIES AND RELATED SUPPLIES

Bid Number	23800
Bid Title	AUTOMOTIVE BATTERIES AND RELATED SUPPLIES
Bid Start Date	In Held
Bid End Date	May 25, 2022 10:00:00 AM CDT
Question & Answer End Date	May 20, 2022 12:00:00 PM CDT
Bid Contact	Jennifer Swann Jennifer.swann@okc.gov
Bid Contact	City Clerk cityclerk@okc.gov
Bid Contact	Billy Bray billy.bray@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 \$100,000 for this commodity is an estimate for a one-year period is based on past history and future projections. The quantity of any item when shown in the price schedule as an estimate of an annual requirement is only an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. See the specification bid packet for more information. The intent of this specification is to award pricing agreements from authorized distributors/dealers ONLY for automotive batteries and related supplies. It is anticipated the pricing agreement(s) will be effective on July 1, 2022. The current agreements expire on June 30, 2022.

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Item	23800--01-01 - Delivery: Delivery
Lot Description	Delivery
Quantity	1 day
Prices are not requested for this item.	
Delivery Location	City of Oklahoma City and its Trusts

See Bid Packet for Location(s)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter number of days until delivery after receipt of purchase order or purchasing card number.

Item	23800--02-01 - Website: Website/Electronic Catalog
Lot Description	Website
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

If bidding a website, please provide the link to your website and indicate in the Buyer Note field any special instructions to access the pricing information, or attach an electronic catalog/price list to this line item.

Item	23800--03-01 - Catalogue/Price List: Catalogue/Price List
Lot Description	Catalogue/Price List
Quantity	1 each
Percentage	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter percentage bid, and Identify name of catalogue or type of Price list(s) and effective date in the Buyer Note Field.

Item	23800--04-01 - Battery: Make 5022NF/CCA NLT 390
Lot Description	Battery
Quantity	1 each
Unit Price	<input type="text"/>
Delivery Location	City of Oklahoma City and its Trusts
	<u>See Bid Packet for Location(s)</u>
	N/A
	Oklahoma City OK 73102
	Qty 1

Description

Enter Net price.

Item	23800--04-02 - Battery: Make 8301/CCA NLT 525
Lot Description	Battery

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Quantity **1 each**

Unit Price

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

Description
Enter Net price.

Item **23800--04-03 - Battery: Make 7527/CCA NLT 700**

Lot Description **Battery**

Quantity **1 each**

Unit Price

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

Description
Enter Net price.

Item **23800--04-04 - Battery: Make 8478/CCA NLT 770**

Lot Description **Battery**

Quantity **1 each**

Unit Price

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

Description
Enter Net price.

Item **23800--04-05 - Battery: Make 7251/CCA NLT 810**

Lot Description **Battery**

Quantity **1 each**

Unit Price

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

Description
Enter Net price.

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Item **23800--04-06 - Battery: Make 8465/CCA NLT 735**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-07 - Battery: Make 7238/CCA NLT 700**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-08 - Battery: Make 7266/CCA NLT 1000**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-09 - Battery: Make 7578/CCA NLT 770**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

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Item **23800--04-10 - Battery: Make 7575/CCA NLT 630**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-11 - Battery: Make 7565 (65 Group)/CCA NLT 875**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-12 - Battery: Make 7558R/CCA NLT 580**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-13 - Battery: Make 8DXHD/CCA NLT 1155**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A

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Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-14 - Battery: Make 4DXHD/CCA NLT 1000**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-15 - Battery: Make 31 MHD/CCA NLT 950**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-16 - Battery: Make 31 MHD/CCA NLT 1125**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-17 - Battery: Make 31P/CCA NLT 950**
Lot Description **Battery**
Quantity **1 each**
Unit Price

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Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Net price.

Item

23800--04-18 - Battery: Make 70DTUPL/CCA NLT 350

Lot Description

Battery

Quantity

1 each

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Net price.

Item

23800--04-19 - Battery: Make MT65/CCA NLT 675

Lot Description

Battery

Quantity

1 each

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Net price.

Item

23800--04-20 - Battery: Make 7236/CCA NLT 950

Lot Description

Battery

Quantity

1 each

Unit Price

Delivery Location

City of Oklahoma City and its Trusts[See Bid Packet for Location\(s\)](#)

N/A

Oklahoma City OK 73102

Qty 1**Description**

Enter Net price.

Item

23800--04-21 - Battery: Make 8478/CCA NLT 850

Lot Description

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Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-22 - Battery: Make 9848/CCA NLT 760**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-23 - Battery: Make 7668/CCA NLT 1100**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-24 - Battery: Make 8146/CCA NLT 6 Volt Rechargeable**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

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Item **23800--04-25 - Battery: Make 9834/CCA NLT 775**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-26 - Battery: Make 7271/CCA NLT 1400**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-27 - Battery: Make 7534/CCA NLT 690**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-28 - Battery: Make 8DMHD/CCA NLT 1400**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

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Item **23800--04-29 - Battery: Make 8434/78 /CCA NLT 770**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter Net price.

Item **23800--04-30 - Battery: Automotive Batteries**
Lot Description **Battery**
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 percentage discount for all other vehicle batteries not listed.

Item **23800--04-31 - Battery: Trade-In Allowance per Battery**
Lot Description **Battery**
Quantity **1 each**
Unit Price
Delivery Location **City of Oklahoma City and its Trusts**
[See Bid Packet for Location\(s\)](#)
N/A
Oklahoma City OK 73102
Qty 1

Description
Enter trade-in allowance for used batteries.

Item **23800--04-32 - Battery: Core Batteries**
Lot Description **Battery**
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

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Oklahoma City OK 73102

Qty 1**Description**

Indicate Yes or No in the Buyer Note field if vendor complies with this requirement.

Item 23800--04-33 - Battery: Miscellaneous Accessories**Lot Description Battery****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 the corresponding number for all miscellaneous accessories you will provide in the Buyer Note field - see specification for listing.

Item 23800--04-34 - Battery: Miscellaneous Accessories**Lot Description Battery****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**

Indicate percentage discount for accessories not listed.

Item 23800--05-01 - Buy-Back Exchange Policy: Buy-Back/Trade-In of Repair Parts**Lot Description Buy-Back Exchange Policy****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**

Attach any buy-back, trade-in, or exchange policy concerning repair parts sold to the City under these specifications.

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

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

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

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

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

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

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

WITNESSETH:

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

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

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

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

Discount for Prompt Payment % Days

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS the hands of the parties hereto:

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

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

Type Name of Authorized Agent

Title of Authorized Agent

Company Name and Address

Zip Code

Telephone Number and Fax Number if any

BIDDER MUST ELECTRONICALLY COMPLETE, SIGN AND NOTARIZE THIS DOCUMENT

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

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

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

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NON-COLLUSION AFFIDAVIT

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

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

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

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

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

Witness the hands of the parties hereto:

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

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

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

TO BE COMPLETED BY THE NOTARY:

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

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

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

My Commission Number:
[Oklahoma] Type Name of Notary Public
My Commission Expires:
[Date/Year]

[49 Okla. Stat. 2011 §119]

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

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

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

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BIDDER MUST ELECTRONICALLY COMPLETE THIS FORM PRIOR TO SUBMITTING BID

SUPPLIER CONTACT INFORMATION

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

Sales Contact:

Company

Name:

Address:

Contact

Person:

Telephone

Number:

Email

Address:

Fax Number:

Billing

Contact:

Company

Name:

Address:

Contact

Person:

Telephone

Number:

Email

Address:

Fax Number:

Service

Contact:

Company

Name:

Address:

Contact

Person:

Telephone

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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**

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and binding as an original signature.**

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

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(Published in *The Journal Record* on May 4, 2022)

NOTICE TO BIDDERS

Notice is hereby given that The 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 25th day of May 2022, for the following:

BID23800 - Automotive Batteries and Related Supplies

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

**AUTOMOTIVE BATTERIES AND RELATED SUPPLIES
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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.

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

AUTOMOTIVE BATTERIES AND RELATED SUPPLIES

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BID SPECIFICATIONS
AUTOMOTIVE BATTERIES AND RELATED SUPPLIES
Instructions to Bidders

INTENT: To award pricing agreements from authorized distributors/dealers **ONLY** for automotive batteries and related supplies.

It is anticipated the pricing agreement(s) will be effective on July 1, 2022. The current agreements expire on June 30, 2022.

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 accountspayable@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.

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.

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: Jennifer Swann, Senior Buyer
100 North Walker, 2nd Floor
Oklahoma City, OK 73102
jennifer.swann@okc.gov

COMPATIBILITY: Compatibility of repair parts is required for ease of ordering to ensure compatibility of components and other subassemblies, and to ensure complete coverage on needed repair parts categories. Those line items grouped for compatibility will not be split up among vendors.

QUALITY OF PARTS AND SERVICES: Repair parts and/or services bid under these specifications must be name brand, nationally advertised merchandise. All repair parts must be first line, top quality parts. Repair parts must be equal to, or exceed, original equipment manufacturer's specifications. Repair parts must be packaged and distributed under their respective nationally known name brands.

All rebuilt or remanufactured parts must meet the same requirements as above.

Some repair parts may be required to be original equipment manufactured repair parts. When a line item is identified as requiring "Original Equipment Manufacturer's" repair parts, no substitution will be permitted or accepted. However, it shall be understood, all repairs performed on marked police department vehicles will be completed with OEM parts in order to maintain the vehicles factory tested safety standards. Any exceptions must be identified and authorized by the Police Department Fleet Manager before any repairs are initiated.

On some bid specifications, the Contracting Entity may list various alternatives of brand names/manufacturer's as acceptable to the Contracting Entity. In these cases, Bidders shall bid on any of the listed brand names/manufacturers only. Should Bidders wish to bid brand names not listed in the specifications, they must obtain the approval of the Fleet Services Manager prior to the date of bid opening.

Bidders submitting pricing for "Repair Services" on brand name(s) of equipment for which they are not an authorized Distributor/Dealer shall have a minimum of two prior years of experience of providing similar services on those brand name(s) of equipment to comparable organizations. Bidders shall be required to produce documentary evidence to this effect.

SCOPE OF PARTS AND SERVICES BID: Bidders shall be expected and required to handle, stock, or have access to the complete line of repair parts for the particular item(s) bid under these specifications. The service support bid by the Bidder must also include all possible equipment which may fall into the category.

BUY-BACK/TRADE-IN OF REPAIR PARTS: Bidders are required to provide in writing any buy-back, trade-in, or exchange policy concerning repair parts sold to the Contracting Entity under these specifications. The buy-back, exchange policy will be a factor in determining lowest and best bidder. The policy must be submitted with the bid proposal to be considered.

WARRANTY ON REPAIR SERVICE: In addition to providing the standard warranty on parts and labor on repair services, the Bidder shall also be responsible for reimbursing to the Contracting Entity the labor charges the Contracting Entity incurs in removing erroneous parts/components/materials from an assembly/vehicle. The labor charges will be based on standard flat rate manuals.

REPLACEMENT/CREDIT FOR ERRONEOUS SUPPLIES: If the Bidder makes delivery of erroneous supplies, regardless of whether the Contracting Entity or the Bidder is responsible for the error, the Bidder shall promptly replace, upon notification by the Contracting Entity, the erroneous supplies with correct supplies. Alternatively, if the Contracting Entity so requests, the Bidder shall promptly issue credit for the value of the supplies. If the Contracting Entity erred in ordering, the Bidder shall be entitled to deduct restocking fees from the value of the erroneous supplies provided the Bidder's bid included provision for payment of restocking fees. In any event, the Bidder shall provide credit within thirty days of the request for credit from the Contracting Entity.

REIMBURSEMENT OF LABOR CHARGES FOR ERRONEOUS SUPPLIES: If the Bidder makes erroneous delivery of supplies which are ordered correctly by the Contracting Entity, the Bidder shall, in addition to replacing/issuing credit for the erroneous supplies, also be responsible for reimbursing to the Contracting Entity any labor charges the Contracting Entity incurs in fitting and removing such materials from an assembly/vehicle. The labor charges that are to be reimbursed shall be based on standard flat rate manuals.

DELIVERY OF EMERGENCY REQUIREMENT: The Fleet Services Manager or Chief of Fire Maintenance may require, in case of critical need, a shorter delivery/response time than the normal delivery of two working days or, in cases of reasonable and justified delay, allow an extended delivery/response time on a case-by-case request basis.

If the Contracting Entity requests that a Bidder supply a normally contracted item on an emergency basis in less than the maximum specified delivery time identified in the pricing agreement/contract requiring the Bidder to incur unforeseen freight charges to meet the Contracting Entity's requirement, the Bidder may in such case add the freight charges to their invoices.

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BID SPECIFICATIONS
Technical Provisions

INTENT: To award pricing agreements from authorized distributors/dealers **ONLY** for automotive batteries and related supplies.

These specifications are for new, first line, heavy-duty batteries, and related supplies. Batteries are to be filled with electrolyte and be fully charged. **Rebuilt/remanufactured are not acceptable.**

Bidder will deliver new batteries as ordered, rotate inventory, and pick up all core batteries. Credit will be given for core batteries. It is expected that the Bidder will stock a minimum of 10 of the batteries specifically listed below. Balance of any order or special deliveries must be delivered within 10 days.

The batters listed below must be bid at a firm price through one year from date of award, except for price decreases. Thereafter, successful bidder may submit revised pricing with satisfactory proof to justify the price adjustment is beyond the scope of the bidder's control. All Bidders should provide a bid price in the line-item pricing area of Periscope not less than (NLT) the minimum CCA listed. Other batteries not listed are to be quoted at a percentage off a published list. (see A. **BID PRICE COMPARISON TABLE for estimated usage of listed batteries.**)

No charge shall be payable for defective batteries if warranties provide a period of even exchange exclusive of prorated warranty provisions.

The Bidder shall comply with all state and federal regulations applying to the storage, transportation, and disposal of hazardous wastes from core batteries. To this end, the Bidder will:

- a. Ensure that the waste material is stored, treated, or disposed of at an approved hazardous waste facility.
- b. Use Department of Transportation (DOT) acceptable storage and transportation containers.
- c. In the event a spill occurs while the vendor is transporting, storing, recycling, or disposing of the waste, the Bidder shall pay all expenses of clean-up for that spill.
- d. In the event ground or water pollution results from Bidder's handling or disposal of the battery waste, the Bidder shall pay all costs and damages arising from that pollution.
- e. Bidder assumes all liabilities and is responsible for any and all hazardous materials

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A. BID PRICE COMPARISON TABLE: The percentage discount offered under Section B must coincide with the price bid for Section A. All pricing will be completed through the line-item pricing area of the electronic bidding system.

<u>BATTERY</u>	<u>CCA</u>	<u>(ESTIMATED) QUANTITY</u>
5022NF	NLT 390	10
8301	NLT525	5
7527	NLT 700	15
8478	NLT735	20
7238	NLT 700	75
7266	NLT 1000	5
7578	NLT 770	75
7575	NLT 630	35
7565 (65 Group)	NLT 875	400
7558R	NLT 580	40
8DXHD	NLT 1155	10
4DXHD	NLT 1000	5
31MHD	NLT 950	5
31MHD	NLT 1125	200
31P	NLT 950	5
70DTUPL	NLT 350	5
MT65	NLT 675	5
7236	NLT 950	50
8478	NLT 850	10
9848	NLT 760	20
7668	NLT 1100	125
8146	NLT 6 volt (rechargeable)	10
9834	NLT 775	10
7271	NLT 1400	50
7534	NLT 690	10
8DMHD	NLT 1400	5
8434/78	NLT 770	20

B. BATTERY CATALOG/PRICE LIST: Bidder must enter percentage discount and identify the name of the catalog(s) or price list(s) used and the effective date in the line-item pricing area of the electronic bidding system. Electronic catalogs and price lists should be attached to the line item(s) in the electronic bidding system. If bidding a website, enter the website address in the note field.

If Bidder desires to bid more than one catalog or price list, Bidder has the option to select the “Upload Attachment” link in Periscope to attach a separate document or select the “Alternate Offer” tab in the lower right corner and record the catalog name/price list and effective date and specify the percentage discount for each additional listing.

The below image is an example of where to locate the “upload attachment” link and “alternate offer” tab in the line-item pricing area:

The Contracting Entity may purchase items not listed in the sampling on the bid price comparison page through a catalog or price list.

- C. WEBSITE:** If catalog(s) or price list(s) may be obtained from a website, please list the address and any special instructions for accessing the site to verify pricing.
- D. TRADE-IN ALLOWANCE:** Bidder is responsible for prompt pickup of cores and refund of cores.
- E. CORE BATTERIES:** Bidder shall pick up the core batteries from the Contracting Entity’s facilities. Indicate in the note field in the line-item area of the electronic bidding system if the Bidder complies with this requirement.
- F. MISCELLANEOUS ACCESSORIES:** The Contracting Entity desires to purchase the accessories listed below, as needed, through the catalog(s) or price list(s) bid in Item B above with the list less or cost-plus percentage as listed above:
1. Battery cable, all sizes
 2. Battery cable ends, all sizes
 3. Supplies to build battery cables, i.e., heat-shrink tubing and downs coated nuts and bolts
 4. Battery cable lugs
 5. Jumper cables for all vehicles, including trucks
 6. Battery post cleaner
 7. Battery post anti corrosives
 8. Battery fluid checker (hydrometer)
 9. Battery covers (universal) and hold

Record the corresponding number in the line-item area of the electronic bidding system for all miscellaneous accessories you will provide.

All Bidders must produce the price/cost lists for catalogs or price lists if so, requested for bid evaluation/cost verification purposes. Bids may be evaluated based on the cost per battery or on the total overall estimated cost, whichever is deemed to be the Contracting Entity’s advantage. Estimate quantities from the Fleet Services Division, the Fire Department and the Central Oklahoma Parking and Transit Authority based on prior year’s use of the listed batteries are noted

above on the **BID PRICE COMPARISON TABLE**. Usage information for other Contracting Entity Departments, trusts, and authorities which utilize this contract are not included in the attached estimate. This estimate shall in no way be deemed to guarantee the purchase of any quantity or type of any battery. Batteries and related items will be purchased as the need arises.

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. Line items left blank will be considered a no bid for that line item.

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LETTER OF AUTHORIZATION

**THIS LETTER OF AUTHORIZATION MUST BE COMPLETED AND SIGNED IF THE
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
WAS NOT SIGNED BY THE OWNER, A GENERAL PARTNER, OR AN OFFICER OF THE
CORPORATION**

**THIS DOCUMENT CAN BE UPLOADED ELECTRONICALLY AS AN ATTACHMENT
TO ONE OF THE LINES ITEMS ON THE ELECTRONIC BID**

City of Oklahoma City or related Public Trust:

This letter authorizes _____ to sign the
BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT and
all forms related to on behalf of _____.
Company Name

Sincerely,

Signature of Authorized Agent

Print Title

Date

Print Name

Email Address: _____

Title: (must be checked)

- | | |
|--|--|
| <input type="checkbox"/> Owner | <input type="checkbox"/> Treasurer |
| <input type="checkbox"/> Chief Executive Officer [CEO] | <input type="checkbox"/> Corporate Secretary |
| <input type="checkbox"/> Chairman or Chairman of the Board | <input type="checkbox"/> Assistant Secretary |
| <input type="checkbox"/> President | <input type="checkbox"/> Secretary-Treasurer |
| <input type="checkbox"/> Vice-President | |

**BIDDER MUST ELECTRONICALLY PRINT, COMPLETE AND SIGN THIS
DOCUMENT PRIOR TO UPLOADING AS AN ATTACHMENT INTO THE
ELECTRONIC BID SYSTEM**

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Question and Answers for Bid #23800 - AUTOMOTIVE BATTERIES AND RELATED SUPPLIES

Overall Bid Questions

There are no questions associated with this bid.

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