	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

NOTICE is hereby given that the CITY OF STILLWATER, OKLAHOMA will receive sealed Bids for the following:

BID #13-19/20

DESCRIPTION: NATURAL GAS SUPPLY AND BALANCING SERVICES

You are invited to submit a bid to supply the Goods and/or Services specified above. The Invitation for Bid will be posted on the City's website at www.stillwater.org or a hardcopy may be obtained at:

City of Stillwater – City Clerk
723 S. Lewis St.
Stillwater, OK 74074

Bids must be received no later than 3:00 PM (CST) on Wednesday, February 19, 2020 and delivered to:

City Clerk's Office
723 S. Lewis St.
Stillwater, OK 74074


Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened**. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

The Bid Packet consists of (1) this Notice of Request for Proposal; (2) the Summary Sheet; (3) Form #1; (4) Form #3; (5) Form #4; (6) Form #5; (7) Form #6; (8) the Instructions, Terms & Conditions for Bidders; (9) Special Requirements; (10) Specifications, (11) Bid/Exhibit A: Bid Form, and (12) Natural Gas Supply and Balancing Services General Terms and Conditions.

Use this Checklist to ensure you have properly read and completed all Forms.

- _____ Notice of Request for Proposal
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet (Must be completed)
- _____ Form #3: Interest Affidavit
- _____ Form #4: Non-Collusion Affidavit (Original signature & notarization required)
- _____ Form #5: Affidavit of Claimant (Original signature & notarization required)
- _____ Form #6: Acknowledgement of Receipt of Addenda/Amendments (Must be completed & signed)
- _____ Instructions, Terms & Conditions for Bidders
- _____ Special Requirements (Offer Period; Insurance & Bonding; References)
- _____ Specifications
- _____ Bid/Exhibit A: Bid Form (This is your bid. It must be completed or your Bid will be rejected)
- _____ Natural Gas Supply and Balancing Services General Terms and Conditions

IMPORTANT NOTE: Write the Bid Number, Bid Description, and Bid Opening Date (as listed above) on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

SUMMARY SHEET

Procurement Specialist

If you have questions or need additional information, contact the Procurement Specialist:

Michelle Wilhelm
michelle.wilhelm@stillwater.org
Please include #13-19/20 on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Procurement Specialist indicating your intent to Bid. Include #13-19/20 on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. The same procedure should be followed to request clarification, in writing, of any point in the Invitation for Bid.

Bidders are encouraged to contact the Procurement Specialist by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions or concerns must be received no later than six (6) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the Notice of this Request for Proposal from the City, you should also receive notice of any addenda issued.


Printed copies of the Bid documents are available for **\$ 10.00** per copy. In addition to or as an alternative to hardcopy documents a free copy of the bid packet may be downloaded from <http://stillwater.org/rfp>.

Copies of the specifications and addenda may be obtained by contacting:

Michelle Wilhelm
Finance Department
City of Stillwater
723 S. Lewis
P.O. Box 1449
Stillwater, OK 74076-1449
405.742.8231
michelle.wilhelm@stillwater.org

Technical questions should be directed to:

Michelle Wilhelm
Finance Department
City of Stillwater
723 S. Lewis
P.O. Box 1449
Stillwater, OK 74076-1449
405.742.8231
michelle.wilhelm@stillwater.org

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--


Event	Date(s)
Request for Proposal Published	Sunday, February 2, 2020
Final Day for Questions	Wednesday, February 12, 2020
Addenda Issued	No later than Friday, February 14, 2020
Bid Opening	Wednesday, February 19, 2020, 3:00 PM

Bid Packet Submission

The City requires three (3) completed Bid Packets. (1 Original and 2 copies)
Each must be clearly labeled on the front sheet indicating “Original” or “Copy”.

Responses to this Request for Proposal must be made on the Forms and documents listed on Page 1. The entire Bid Packet must be returned or your Bid may be rejected.

All Bid Openings are public and take place at 3:00 PM Wednesday. The Bid Openings are held in the City of Stillwater, Meeting Room 1112B, 723 S. Lewis St., Stillwater, Oklahoma, 74074.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

Bidder's Type of Legal Entity: (check one)

- Sole Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other: _____

Bidders Address: _____
Street
City
State
Zip Code


Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

Legal or Alternate Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

**FORM #3
INTEREST AFFIDAVIT**

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached Bid. Affiant further states that no officer or employee of the City of Stillwater either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officer and/or employees of the City of Stillwater own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Printed Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.


Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

FORM #4
NON-COLLUSION AFFIDAVIT
(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that:
(Seller's Authorized Agent)

1. I am the authorized agent of Seller herein for the purpose of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in the restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract, nor
 - d. to any collusion with any municipal official or employee as to create a sole-source acquisition in contradiction to Section 74 O.S. §85.45j.1.

I certify, if awarded the contract, whether competitively bid or not, neither the contractor nor anyone subject to the contractor's direction or control has paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Stillwater any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

By: _____
Signature

Printed Name: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.


Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

**FORM #5
AFFIDAVIT OF CLAIMANT**

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the City of Stillwater will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests, and/or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer, or employee of the City of Stillwater or any public trust where the City of Stillwater is a beneficiary, of money or any other thing of value to obtain payment of the invoice of procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

Company: _____

Remit to Address: _____

City/State/Zip: _____

Print Name: _____

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20_____.


Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State where Notarized: _____

The Affidavit must be signed by and authorized agent and notarized

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

FORM #6
ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.


List Date and Title/Number of all addenda or amendments: (Write "None" if applicable)

Sign Here ▶

Printed Name:

Title:

Date:

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

INSTRUCTIONS, TERMS & CONDITIONS FOR BIDDERS

1. PURCHASING AUTHORITY.

City issues this Invitation for Bid pursuant to Stillwater City Charter, Art. IV, §4-1 and Stillwater City Code, Ch. 2, Art. VI, §2-608, the provisions of which are incorporated herein.

2. DEFINITIONS.

The following terms have the following meanings when used in the documents comprising this Bid Packet.

- A. **“Acceptance”** with respect to a Bid shall mean Stillwater’s selection of a Bid and award of a contract to the Bidder/Contractor.

- B. **“Acceptance”** with respect to delivery of Goods and/or Services provided for under a Purchase Agreement shall mean Stillwater’s written acknowledgement that Contractor has satisfactorily provided such Goods and/or Services as required.

- C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a calcification, revision, addition, or deletion to this Invitation for Bid by the City of Stillwater which shall become a part of the agreement between the parties.

- D. **“Authorized Agent”** means an agent who is legally authorized to bind the Bidder/Contractor under the law of the State in which Bidder/Contractor is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair, or board vice chair can sign; others can sign if they have and provide to the City (i) a corporate resolution giving them authority to bind the Contractor; and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.

 - **General Partnerships** – any partner can sign to bind all partners.


 - **Limited Partnerships** – the general partner must sign.

 - **Individuals** – no additional authorization is required, but signatures must be notarized.

 - **Sole Proprietorship** – the owner can sign. Any other person can sign if (s)he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.

 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of members indicating the authorization is still valid.


Entities organized in states other than Oklahoma must follow the law of the State in which they are organized.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

- E. **“Bid”** means the Bidder’s irrevocable offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
- F. **“Bidder”** means the legal entity which submits a Bid for consideration by the City of Stillwater in accordance with the Invitation for Bid.
- G. **“Bid Packet”** consists of the following documents (1) Notice of Invitation for Bid; (2) Summary Sheet; (3) Form #1; (4) Form #2; (5) Form #3; (6) Form #4; (7) Form #5; (8) Form #6; (9) Instructions, Terms & Conditions for Bidders; (10) Special Requirements; (11) Technical Specifications; and (12) Exhibit A.
- H. **“Bid Submission Date”** shall mean the last date by which the City of Stillwater will accept Bids under an Invitation for Bid.
- I. **“City”** shall mean the City of Stillwater, Oklahoma.
- J. **“Contractor”** shall mean the Bidder whose Bid the City of Stillwater selected and awarded a contract.
- K. **“Days”** shall mean calendar days unless specified otherwise.
- L. **“Primary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as the principal supplier of the Goods and/or Services required under this Agreement.
- M. **“Procurement Specialist”** shall mean the City’s employee assigned by the City of Stillwater to serve as the contact person for Bidders/Contractors responding to Invitations for Bid or completing contracts herein.
- N. **“Purchasing Division or City Clerk’s Office”** shall mean the City of Stillwater City Clerk, 723 S. Lewis St., Stillwater, Oklahoma, 74076.
- O. **“Secondary Contractor”** shall mean the Contractor whose Bid the City of Stillwater selected as a back-up supplier in the event that the Primary Contractor is unable to provide all the Goods and/or Services required.
- P. **“Unit Price”** shall mean an amount stated in the Bid as a price per unit of measurement for materials, equipment or services or a portion of the Work as described in the Bidding Documents.
- Q. **“You” or “Your”** shall mean the Bidder responding to this Invitation for Bid or the Contractor whose Bid the City of Stillwater selected and awarded a contract.
- R. **“Website”** shall mean the City of Stillwater’s website: www.stillwater.org

3. QUESTIONS REGARDING INVITATION FOR BID.

Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail or email) to the Procurement Specialist indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Conference, if required. Questions and concerns must be received no later than six (6) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on the City of Stillwater. At the City’s discretion, any information or

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

clarification made to you may be communicated to other Bidders that notified the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation for Bid with anyone other than the Procurement Specialist or City Clerk or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and any payments made refunded.

4. ORAL STATEMENTS.

No oral statements by any person shall modify or otherwise affect the provisions of this Invitation for Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by the City of Stillwater.

5. EXAMINATION BY BIDDERS.

You must examine the specifications, drawings, schedules, special instructions, and all documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.

6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.


The City of Stillwater may addend or amend its Invitations for Bid no later than three (3) working days prior to the date stated for the Opening of the Bids, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by email) of any addenda or amendments to those Bidders who have responded to the Procurement Specialist with their intent to respond to the Invitation for Bid. However, it is your responsibility to inquire about any addenda or amendments by signing and returning Form #6 – Acknowledgement of Receipt of Addenda/Amendments with your Bid. The City of Stillwater may reject any Bid that fails to acknowledge any addenda or amendments.

7. SPECIFICATIONS / DESCRIPTIVE TERMS / SUBSTITUTIONS.

Unless the term “no substitute” is used, references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model. This Invitation for Bid may make such referenced to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.

The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, the City of Stillwater may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to the City. In the case of existing contracts, you shall give the City thirty (30) days advance notice in writing of any such proposed changes or substitutions. The City shall determine whether such items are acceptable as well as any proposed substitute.

All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid may be considered non-responsive and the Bid rejected.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

8. PRICE / DISCOUNTS.

Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.

9. NO INDEMNIFICATION OR ARBITRATION BY CITY.

Contractor understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorney’s fees and costs. In addition, Seller shall not limit its liability to Stillwater for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled. Stillwater will not agree to binding arbitration of any disputes.

10. DELIVERY.

All prices quoted shall be based on delivery F.O.B. Stillwater, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Contractor to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.

11. TAXES.

The City of Stillwater is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.

12. BID SUBMISSION.


The Bid Packet forms must be prepared in the name of the Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the “Bid Submission Date”). A Bid is an irrevocable offer and when accepted by the City of Stillwater (as evidenced by City’s execution of the Agreement) shall constitute a firm contract.

A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER “EXHIBIT A”, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.

B. Sealed Bids may be either mailed or delivered, but must be received at:

City of Stillwater – Office of the City Clerk
723 S. Lewis St. / PO Box 1449
Stillwater, OK 74076-1449

C. Bids will be accepted at the above address from 8:00 AM to 5:00 PM (CST), Monday through Friday except for City holidays. City is not responsible for failure of Bids to be received by the City Clerk’s Office prior to the due date and time. Any bid received by the City Clerk more than ninety-six (96) hours, excluding Saturdays, Sundays and holidays, before the time set for the opening of bids, or any


	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

bid so received after the time set for opening of bids, shall not be considered and shall be returned unopened to the bidder submitting same.

- D. Late Bids will be **rejected**. The Procurement Specialist, in her sole discretion, may make exceptions only for the following reasons:
- City Hall closed for business for part or all of the day on the date the response was due.
 - If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Procurement Specialist.
- E. **City of Stillwater will NOT accept faxed Bids.** No exceptions.
- F. The City of Stillwater is not responsible for any of your costs in preparing the Bid response, attending a Pre-Bid Conference, if required, or any other costs you incur, regardless of whether the Bid is submitted, accepted, or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Bidder’s name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options to the Invitation for Bid, each will be separately considered separately requiring each response to be complete and accurate. Each option must be clearly marked as “Option 1 of 3”, “Option 2 of 3”, etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. At a minimum, there will be one (1) original, clearly labeled as such (“ORIGINAL”) on the Bid Packet cover page, and two (2) copies, clearly labeled as such (“COPY”) on the Bid Packet cover page.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than fifty pounds (50 lbs.). Each box must be clearly labeled as instructed herein and numbered (i.e. “Box 1 of 3”, “Box 2 of 3”, etc.). The original must be in Box #1.
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections made to the Bids must be in initialed in ink.

13. BID REJECTION OR WITHDRAWAL.

- A. The City of Stillwater may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder’s liability to the City of Stillwater.**
- C. A Bid may be rejected if Bidder is currently in default to City of Stillwater or any other contract or has an outstanding indebtedness to the City of Stillwater of any kind.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

E. Bid withdrawal may only be accomplished by an Authorized Agent requesting withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

14. BID RESULTS.

A tabulation of Bids received will be made available on the City's website generally within five (5) working days after the Bid Opening Date. After a contract award is recommended by the Project Manager, a copy of the Bid summary will be available in the City Clerk's office. Bid results are not provided in response to telephone or email inquiries.

15. PURCHASE ORDER.

In the event the successful Bid is for an amount less than Fifty Thousand Dollars (\$50,000), and it is determined by the City of Stillwater to be in the best interest of the City, the City may in its sole discretion, issue a Purchase Order rather than execute the Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms and conditions of the Bid Packet documents, including the Agreement, will govern the transaction and be enforceable by the City of Stillwater and Bidder/Contractor.

16. CONTRACT AWARD.

If a contract is awarded, it will be awarded to the Bidder that the City of Stillwater determines is the lowest responsible Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder's qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with the City of Stillwater, and guarantees of materials and equipment, as applicable. A complete list of factors that are considered is set forth in the City of Stillwater Purchasing Manual. Unless otherwise noted, the City of Stillwater reserves the right to award a contract by item, one or more groups of items, or all items in the Bid, whichever is in the City's best interest.

17. IRS FORM W-9.


If the City of Stillwater selects your Bid and awards a contract to you, you will have ten (10) days from notification of award to provide the City of Stillwater with your complete IRS Form W-9.

18. NOTICE TO PROCEED.

If the City of Stillwater accepts your Bid and executes the Agreement, you shall not commence work until authorized to do so by the Procurement Specialist or her representative. Receipt of a Purchase Order from the City of Stillwater is notice to proceed.

19. PAYMENTS.

Invoices and Application for Payment must be emailed to: Finance@stillwater.org. Payments will be made Net 30 days after receipt of a properly submitted invoice or the City of Stillwater's Acceptance of the Goods and/or Services, whichever is later, unless the City of Stillwater decides to take advantage of any prompt payment discount included in the Bid.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

SPECIAL REQUIREMENTS

1. IRREVOCABLE OFFER PERIOD.

You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until **60 days** after the Bid Opening Date.

2. GENERAL LIABILITY / INDEMNIFICATION.

You shall hold the City of Stillwater harmless for any loss, damage or claims arising from or related to your performance of the Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. You agree to indemnify and hold the City of Stillwater harmless from claims, demands, causes of actions or suits of whatever nature arising out of the Goods and/or Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. LIENS.

No liens of any kind shall exist against property of the City of Stillwater. Bidder shall deliver all Goods to the City of Stillwater free and clear of liens. Delivery by Bidder to City of goods which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by the City as a result of the existence of such liens shall be paid to the City by returning such goods and reimburse the City for any payments made for such goods.

4. INSURANCE.

If the box is checked "Yes," the following insurance is **required**:


YES **NO**

Bidder and its subcontractors must obtain at Bidder's expense and keep in effect during the term of the Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Worker's Compensation insurance in the statutory limits required by law. The amounts set forth below are minimums, to the extent additional coverage is required it will be set forth in the contract. Amounts required by the contract shall govern.

Worker's Compensation	Statutory Limits
Employer's Liability	\$500,000 aggregate comprehensive
General Liability	\$1,000,000 per occurrence
Property Damage	\$25,000 per occurrence
Property Damage	\$1,000,000 aggregate
Auto Liability	\$125,000 each person for bodily injury
Auto Liability	\$25,000 each occurrence for property damage

The City of Stillwater shall be named an additional insured on the Comprehensive General Liability policy in amounts equal to the liability limits for political subdivisions set forth in the Oklahoma Governmental Tort Claims Act, 51 O.S. §151, et seq. Provided, however, this shall not preclude the Contractor from carrying insurance in amounts exceeding said liability limits so long as the City is not named as an additional insured in any amount in excess of said statutory liability limits.

BIDDER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

You will have ten (10) days after notification that your Bid was selected for contract award by the City of Stillwater to provide proof of such coverage by providing the Procurement Specialist shown on the Summary Sheet of the Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

- Contractor’s Name
- Insurer’s name and address
- Policy number
- Liability Coverage Amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Invitation for Bid number
- Insured or Additional Insured shall include the City of Stillwater and its officers, agents and employees

The Bidder shall not cause any required insurance policy to be cancelled or permit to lapse. It is the responsibility of the Bidder to notify the City of any change in coverage or insurer by providing the City with an updated Certificate of Insurance. Failure of Bidder to comply with the insurance requirements herein may be deemed a breach of the Agreement. Further, a Bidder who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new agreements.

5. BONDING.

If the box is checked “Yes,” the Bond is **required**:

A. BID BOND

YES NO

B. PERFORMANCE BOND

YES NO


C. MAINTENANCE BOND

YES NO

D. STATUTORY BOND

YES NO

The required Bid Bond shall be made payable to the Owner (“City of Stillwater”) for the sum of 5% of the Bidder’s bid total (Total Bid shown on Exhibit A: Bid Form). Bid bond shall be in the form of certified funds; cashier’s check or irrevocable letter of credit. If the successful Bidder fails to execute and deliver the Contract Documents and furnish the required bonds and insurance within the timeframes set forth in the Contract Documents then Owner may annul the award and the bid bond of that Bidder shall be forfeited.

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

6. CITY PURCHASING CARD.

Is the City of Stillwater purchasing card acceptable for payments. (The card is a Mastercard)

Bidder to Check Box and Initial if Bidder will accept City's purchasing card as a form of payment.

YES NO Bidder's Initials _____

7. REFERENCES.

If the box is checked "Yes," References are **required**:


YES NO

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	


Company Name:	
Contact Name:	
Address:	
Phone Number:	
E-mail Address:	
Nature of Relationship with Bidder:	

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

SPECIFICATIONS

The City of Stillwater is requesting bids for the natural gas supply service to the following meters based on the first of the month price for ONEOK Gas Transportation as published in Inside FERC’s Gas Market Report plus the supplier’s cost. The initial contract period is the Date of Award through one year with the option to renew for up to three (3) additional one year periods. Estimated Date of Award is April 1, 2020.

Name of Building	Address
City Hall (Municipal Building)	723 S. Lewis St.
Community Center	315 W. 8th Ave.
Wastewater Treatment Plant	2525 S. Brush Creek Road
City of Stillwater (Lift Station)	3050 Rocky Ridge
City of Stillwater (Lift Station)	350 C-Star Rd
City of Stillwater (Lift Station)	1339 S Western Rd
City of Stillwater (Lift Station)	3550 S Black Oak Dr
Water Treatment Plant	1022 Yost Rd, Stillwater, OK 74075
Prairie Arts Center	1001 S. Duck St.
Armory Recreation Center	315 E. 9th Ave.
Senior Activity Center	1015 E. 12th Ave.
Municipal Pool	813 E. 12th Ave.
Stillwater Fire Dept.	1506 S. Main St.
Fire Station #1	1506 S. Main St.
Fire Station #2	600 W. University
Fire Station #3	416 E. Lakeview Road
Fire Station #4	4501 W. 19th
Fleet Maintenance - Main Garage	505 E. 3rd Ave.
Fleet Maintenance - South Garage	808 E. Alcott Drive
City of Stillwater Public Library	1107 S. Duck St.
Animal Shelter	1710 S. Main St.
Service Center (Water/Field Services)	707 E. 8th Ave.
Stillwater Regional Airport	2020 W. Airport Road #FRES
Waste Management	3015 N. Airport Industrial Access Road

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

General

The bid is requested in two parts:

1. Bidder is to investigate and make a determination whether or not the location can be served. This may be based on regulatory issues, usage rates, or any other criteria the bidder wishes to utilize. The City of Stillwater will provide data as requested by bidders to assist in the investigation/determination if the information is available to us. All requests must be in writing.
2. Provide a per dekatherm unit price to supply natural gas to the facilities that the bidder determines can be served.

Requirements

It is the City of Stillwater’s intent to purchase the necessary natural gas for the qualified locations from one supplier. The supplier shall supply the natural gas, plus allowances for line losses on the OGT/ONG system, into the OGT pipeline system, schedule delivery of the gas through that system to the ONG system, and schedule the gas delivery through ONG to the individual sites. The supplier shall be responsible for daily and/or monthly scheduling as well as balancing the actual usage versus the scheduled volumes.

The supplier shall pay all costs associated with the transportation of the gas to the Oklahoma Gas Transmission (OGT) pipeline system. These costs shall include costs for any and all gas losses required to move the gas to the OGT system. The City has an existing agreement with the OGT/ONG to pay transportation charges for the intrastate transportation.

Suppliers shall submit any required Service Agreements or terms and conditions for service with its bid. Supply of goods and/or performance of services are subject to the City of Stillwater General Terms and Conditions included in this invitation for bid. To the extent that Natural Gas Supplier’s proposal has provided additional terms and conditions that may conflict with any provisions herein, the Stillwater General Terms and Conditions shall govern and control.

Contract Duration

It is intended to enter into a contract for a one year period with the option to renew for up to three (3) additional one year periods, upon mutual agreement, for a total of four years.



INVITATION FOR BID
#13-19/20
Natural Gas Supply and Balancing Services
Issued: February 2, 2020

City of Stillwater,
Oklahoma


BID/EXHIBIT A FORM

<u>Name of Building</u>	<u>Address</u>	<u>Current ONG Rate</u> <u>Classification</u>	<u>Account Number</u>	<u>Bidder Can Serve</u> <u>This Location? Y/N</u>	<u>Unit Price/Decatherm to</u> <u>Supply Natural Gas to</u> <u>this Location</u>
City Hall (Municipal Building)	723 S. Lewis St.	291T	211508763 2154831 82		
Community Center	315 W. 8th Ave.	255T	210499613 1455870 73		
Wastewater Treatment Plant	2525 S. Brush Creek Road	255T	210499254 1455541 64		
City of Stillwater (Lift Station)	3050 Rocky Ridge	200-SCI PLAN A	212647851 1862774 27		
City of Stillwater (Lift Station)	350 C-Star Rd	200-LCI	210506283 2585644 64		
City of Stillwater Waste Water Collections (Lift Station)	1339 S Western Rd Unit Genera	101 PLAN A	211182820 1862348 27		
City of Stillwater (Lift Station)	3550 S Black Oak Dr	101 PLAN A	211182820 1172938 00		
City of Stillwater Water Treatment Plant	Premise Direct	200-LCI	210506283 1461886 82		
Prairie Arts Center	1001 S. Duck St.	255T	210509411 1464707 36		
City of Stillwater	1323 S Alcott	200-LCI SCHOOLS	210500971 1458073 82		
Armory Recreation Center	315 E. 9th Ave.	200-LCI	210500971 1457080 18		
Senior Activity Center	1015 E. 12th Ave.	200-LCI	211501539 2148214 18		
Municipal Pool	813 E. 12th Ave.	200-SCI PLAN B	210502120 1458074 36		
Stillwater Fire Dept Premise Direct	Premise Direct	200-SCI PLAN A	211507850 2154001 18		
Fire Station #1	1506 S. Main St.	200-SCI PLAN B	211506764 2153023 00		
Fire Station #2	600 W. University	200-SCI PLAN A	210499719 1455954 18		
Fire Station #3	416 E. Lakeview Road	200-LCI	210506918 1462470 27		
Fire Station #4	4501 W. 19th	200-SCI PLAN B	210183900 1172198 73		
Fleet Maintenance - Main Garage	505 E. 3rd Ave.	200-LCI	211500045 2146880 27		
Fleet Maintenance - South Garage	808 E. Alcott Drive	200-LCI	211501526 2148203 36		
City of Stillwater Public Library	1107 S. Duck St.	200-LCI	210508145 1463536 45		
Animal Shelter	1710 S. Main St.	200-LCI	210507434 1462905 45		
Service Center (Water/Field Services)	707 E. 8th Ave.	200-LCI	211500644 2147407 73		
Stillwater Regional Airport	2020 W. Airport Road #FRES	200-LCI	210506169 1461791 73		
Waste Management	3015 N. Airport Industrial Access Road	200-LCI	210509256 1464560 27		

Bidder's Company Name: _____

Authorized Signature Here ► _____

Printed Name: _____

	INVITATION FOR BID #13-19/20 Natural Gas Supply and Balancing Services Issued: February 2, 2020	City of Stillwater, Oklahoma
---	---	--

**Natural Gas Supply and Balancing Services
General Terms and Conditions**

COMPLIANCE WITH LAWS. Natural Gas Supplier shall be responsible for complying with all applicable federal, state and local laws. Natural Gas Supplier is responsible for any costs of such compliance. Natural Gas Supplier shall take the necessary actions to ensure its operations in providing goods and/or services and employment practices are in compliance with the requirements of the Americans with Disabilities Act. Natural Gas Supplier certifies that it and all of its subcontractors to be used are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System.

GENERAL LIABILITY. Natural Gas Supplier shall hold Stillwater harmless from any loss, damage or claims arising from or related to Natural Gas Supplier's supplying of goods and/or performance of services. Natural Gas Supplier must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to Natural Gas Supplier's supplying of goods and/or performance of services.

NO INDEMNIFICATION OR LIMITATION OF LIABILITY. Natural Gas Supplier understands and acknowledges that Stillwater is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, Stillwater shall not indemnify nor hold Natural Gas Supplier harmless for loss, damage, expense or liability arising from or related to Natural Gas Supplier's supplying of goods and/or performance of services, including any attorney's fees and costs. Natural Gas Supplier shall not limit its liability to Stillwater for actual loss or direct damages for any claim. Stillwater reserves the right to pursue all legal and equitable remedies to which it may be entitled.

INSURANCE REQUIRED. Natural Gas Supplier shall be required to purchase and maintain insurance. Natural Gas Supplier shall at all times carry commercial general liability coverage in amounts not less than \$1,000,000. Natural Gas Supplier is solely responsible for all costs associated with acquiring and maintaining insurance, including but not limited to, all premiums and deductibles.

GOVERNING LAW AND VENUE. The laws of the State of Oklahoma control and govern without regard to choice of law principals, which shall be the forum for any lawsuits arising in connection with the goods and services provided or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Payne County, Oklahoma and each party waives any objection to such venue. Stillwater does not and will not agree to binding arbitration of any disputes.

CONFLICTS. Supply of goods and/or performance of services are subject to these General Terms and Conditions. To the extent that Natural Gas Supplier's proposal has provided additional terms and conditions that may conflict with any provisions herein, the Stillwater General Terms and Conditions shall govern and control.

NO ASSIGNMENT. Natural Gas Supplier may not assign this Agreement or use subcontractors to provide the goods and/or services without Stillwater's prior written consent. Natural Gas Supplier shall not be entitled to any claim for extras of any kind or nature.

EQUAL EMPLOYMENT OPPORTUNITY. Natural Gas Supplier agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.