	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	City of Stillwater, Oklahoma
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NOTICE is hereby given that the CITY OF STILLWATER, OKLAHOMA will receive sealed Bids for the following:

BID # SUA 15-21/22

DESCRIPTION: SUPPLY AND DELIVERY OF CHEMICALS TO THE STILLWATER WATER TREATMENT PLANT

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations 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, June 1, 2022 and delivered to:

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


Bids must be securely SEALED in a catalog envelope (i.e., 9 x 12 manila or white mailing envelope) 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 Invitation for Bid; (2) the Summary Sheet; (3) Form #1; (4) Form #3; (5) Form #4; (6) Form #5; (7) Form #6; (8) Form #7; (9) Instructions, Terms & Conditions for Bidders; (10) Special Requirements; (11) Technical Specifications; (12) Additional Terms & Conditions; and (13) Exhibit A: Bid Form.

Use this Checklist to ensure you have read all forms and completed all yellow pages and forms that must be returned.

- _____ Notice of Invitation for Bid
- _____ Summary Sheet
- _____ Form #1: Bidder Information Sheet (Must be completed and returned)
- _____ Form #3: Interest Affidavit (Original signature & notarization required for return)
- _____ Form #4: Non-Collusion Affidavit (Original signature & notarization required for return)
- _____ Form #5: Affidavit of Claimant (Original signature & notarization required for return)
- _____ Form #6: Acknowledgement of Receipt of Addenda/Amendments (Must be completed, signed and returned)
- _____ Form #7: Business Relationship Affidavit (Original signature & notarization required for return)
- _____ Instructions, Terms & Conditions for Bidder
- _____ Special Requirements (Offer Period; Insurance & Bonding; References)
- _____ Technical Specifications
- _____ Additional Terms & Conditions
- _____ Exhibit A: Bid Form (This is your bid. It must be completed and returned or your Bid will be rejected.)

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 as set forth above.

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM –SS SUMMARY SHEET
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SUMMARY SHEET

Procurement Manager

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

John McClenny
john.mcclenny@stillwater.org

Please include #SUA 15-21/22 on the subject line

Bidder’s Notice of Intent to Submit a Bid

Email the Procurement Manager indicating your intent to Bid. Include #SUA 15-21/22 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 Manager 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 seven (7) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the Notice of this Invitation for Bid from the City as a result of being registered with the City, you should also receive notice of any addenda issued. Addenda will be posted on the City’s bid page (www.stillwater.org).

Pre-Bid Conference

If a Pre-Bid Conference will be held for this Invitation for Bid, information on that conference will be inserted below.

Date: _____ Time: _____

Location: _____

- Attendance at the Pre-Bid Conference is **REQUIRED** to submit a Bid
- Attendance is **NOT REQUIRED** to submit a Bid.

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”. If a copy on electronic media is also required, the box below will be checked.

- Electronic Copy also **REQUIRED**

Responses to this Invitation for Bid 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. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.**

Bid Packet Submission

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 #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM #3 INTEREST AFFIDAVIT
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**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 an authorized agent and notarized



INVITATION FOR BID
 #SUA 15-21/22
 Supply and Delivery of Chemicals to the Stillwater
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FORM #4
 NON-COLLUSION
 AFFIDAVIT

FORM #4
NON-COLLUSION AFFIDAVIT

(Required by Oklahoma Competitive Bidding Act, 61 O.S. § 138)

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 among and between 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 the Bid to which this statement relates, 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 or contract at a fixed price or to refrain from bidding or contracting,
 - 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,

I certify, if awarded the contract, whether competitively bid or not, neither the business entity I represent nor anyone subject to the business entity'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 relates.

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 an authorized agent and notarized

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM #5 AFFIDAVIT OF CLAIMANT
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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 an authorized agent and notarized

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM # 6 ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA/AMENDMENTS
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**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
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FORM #7
 BUSINESS
 RELATIONSHIP
 AFFIDAVIT

FORM #7
BUSINESS RELATIONSHIP AFFIDAVIT
 (Required by Oklahoma Competitive Bidding Act, 61 O.S. § 108)

I, _____, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the nature of any partnership, joint venture, or other business relationship presently in effect or which existed within one (1) year prior to the date of this statement with the architect, engineer, or other party to the project is as follows:

Affiant further states that any such business relationship presently in effect or which existed within one (1) year prior to the date of this statement between any officer or director of the bidding company and any officer or director of the architectural or engineering firm or other party to the project is as follows:

Affiant further states that the names of all persons having any such business relationships and the positions they hold with their respective companies or firms are as follows:

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

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 an authorized agent and notarized

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM-TC TERMS & CONDITIONS
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FORM #TC
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.

- 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 #3; (5) Form #4; (6) Form #5; (7) Form #6; (8) Form #7; (9) Instructions, Terms & Conditions for

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM-TC TERMS & CONDITIONS
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Bidders; (10) Special Requirements; (11) Technical Specifications; (12) Additional Terms & Conditions; and (13) Exhibit A Bid Form.

- 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 Manager/Project Manager”** 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 seven (7) 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 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.

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6. ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.

The City of Stillwater may addend or amend its Invitations for Bid at any time before the Bid Submission Date, 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.

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 Purchase Agreement) shall constitute a firm contract.

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- 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 AND SUBMITTED WITH YOUR "EXHIBIT A" BID FORM.** 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 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 Manager, in his/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 required Bid documents must be securely SEALED in a catalog envelope (i.e., 9 x 12 manila or white mailing envelope) 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.

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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.
- 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 Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms and conditions of the Bid Packet documents, including the Purchase 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 Purchase Agreement, you shall not commence work until authorized to do so by the Procurement Specialist or his/her representative. Receipt of a Purchase Order from the City of Stillwater is notice to proceed.

19. PAYMENTS.


Invoices must be emailed to: thomas.notovny@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.

20. FORCE MAJEURE.

In no event shall City of Stillwater be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes, acts of God, or the declaration of a federal, state, or local emergency. In the event of a declared federal, state, or local emergency affecting Stillwater, Oklahoma, the City Manager shall have the unilateral right to suspend any or all services provided

	<p style="text-align: center;">INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022</p>	<p style="text-align: center;">FORM-TC TERMS & CONDITIONS</p>
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for under this Contract or to terminate this Contract without any liability whatsoever. In the event of termination, this Contract shall not be revived by the expiration of the declared emergency. In the event of suspension of any or all services during a time of declared emergency and upon expiration of said declared emergency, the parties may mutually agree in writing to resume services.

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM-SR SPECIAL REQUIREMENTS
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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	\$1,000,000 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 #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM-SR SPECIAL REQUIREMENTS
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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 Manager 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 #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM-SR SPECIAL REQUIREMENTS
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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 #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	TS-TECHNICAL SPECIFICATIONS
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TECHNICAL SPECIFICATIONS

GENERAL INFORMATION

The City of Stillwater/Stillwater Utilities Authority is requesting bids for the supply and delivery of chemicals to the City of Stillwater Water Treatment Plant. All bids must include delivery of the chemicals to the Water Treatment Plant. Appurtenances and/or accessories not herein mentioned but necessary to furnish a complete unit, ready to use upon delivery, shall be included in the bid. The supply and delivery of the chemical shall be in compliance with any and all applicable federal and state safety regulations and requirements. All chemicals are intended to be from the manufacturer's current production year. However, any items that are from the immediately preceding production year will be considered provided it is new, unused, meets specified requirements, and carries the same manufacturer's warranty. The City/SUA does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.

REQUIREMENTS

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 Supply and Delivery of Chemicals Additional Terms and Conditions included in this invitation for bid. To the extent that the Chemical Supplier's proposal has provided additional terms and conditions that may conflict with any provisions herein, the Supply and Delivery of Chemicals Additional Terms and Conditions shall govern and control.

SAFETY TRAINING

If requested, the successful bidders shall be required to provide a minimum of one two-hour training session at the Water Treatment Plant. The training session shall be conducted during normal business hours and will focus on proper handling of the chemical being supplied. The topics covered shall include any emergency preparation for accidental release, chemical spill clean-up and procedures to be implemented during unloading/filling of the chemical.

The requested training shall be provided by the vendor within thirty (30) days after a request for said training has been made. All costs incurred by vendor shall be included in their respective bids and the City/SUA shall not be charged any additional costs for any expenses incurred in providing the training session.

PRICING AND DELIVERY OF CHEMICALS


Pricing of the chemicals will be by unit price. Depending on the chemical it will be by ton, dry ton or pound. Exhibit A – Bid Form lists each bid unit per chemical. The unit price shall include all fuel surcharge, shipping, packaging, delivery and handling fees. The City/SUA and the successful chemical supplier may mutually agree to extend the contract for additional terms based on pricing and discounts offered by the supplier. The maximum price percentage increase per year will be evaluated for the renewal of the contract. The City/SUA does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.

Deliveries must be made during normal business hours unless special arrangements have been made. Normal business hours are **Monday through Friday from 7:00 a.m. to 3:30 p.m.** Chemicals will be delivered upon request to the City of Stillwater, Water Treatment Plant, located at 1022 West Yost Road, Stillwater, Oklahoma, 74075.

Individual deliveries must be made within 5 calendar days after the order has been placed with the vendor.

CONTRACT TERM AND RENEWAL OPTIONS

The initial Contract term, which begins on the effective date of the Contract, is one (1) fiscal year through June 30, 2023. The parties shall have the option to extend this contract for three (3) successive one-year terms with mutual written consent of the parties.

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	TS-TECHNICAL SPECIFICATIONS
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CHEMICALS

1. LIQUID FERRIC SULFATE

All Ferric Sulfate purchased shall meet ANSI/AWWA and NSF-60 Standards for Drinking Water Treatment Chemicals with the following exceptions and/or notations:

- a) All Ferric Sulfate purchased shall be in liquid form at a 60% or greater concentration.
- b) Ferric Sulfate shall be priced by dry ton or a fraction thereof, FOB the Water Treatment Plant.
- c) The Ferric Sulfate bulk storage tanks at the Water Treatment Plant hold approximately 10,000 gallons per tank.
- d) Individual shipments shall be approximately 45,000 lbs.
- e) Payment for demurrage charges for excess unloading time shall not be made unless excess time is caused by Water Treatment Plant equipment malfunction.
- f) Estimated yearly usage: 1,300,000 lbs. All quantities mentioned are estimates only. The City/SUA does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.

2. CHLORINE GAS


All Chlorine gas purchased shall meet ANSI/AWWA and NSF-60 Standards for Drinking Water Treatment Chemicals with the following exceptions and/or notations:

- a) Chlorine gas purchased shall be in one-ton containers only.
- b) Containers and valves thereon shall be serviced according to all government regulations. Valves that show evidence of leakage etc. shall cause that container to be returned to the supplier at the vendor's expense.
- c) Chlorine gas shall be priced by the ton (2,000 lb.) FOB the Water Treatment Plant.
- d) Supplier shall furnish the purchaser with emergency telephone numbers where assistance may be obtained in the event of accidental discharge of chlorine gas as a result of defective containers, defective appurtenances installed on the ton containers, etc.
- e) Container deposits and/or any additional costs shall be clearly defined. The City of Stillwater will make every effort to return cylinders within 60 days of delivery.
- f) The City of Stillwater will require a minimum of six (6) full, one-ton containers at all times.
- g) Estimated yearly usage: 52 tons. All quantities mentioned are estimates only. The City does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.

3. SODIUM SILICOFLUORIDE/ FLUORIDE

All Sodium Silicofluoride/ Fluoride purchased shall meet ANSI/AWWA and NSF-60 Standards for Drinking Water Treatment Chemicals with the following exceptions and/or notations.

- a) All Sodium Silicofluoride/ Fluoride supplied shall be fine granular material and shall be free flowing.
- b) Caked and hardened material will be returned to the vendor.
- c) Broken bags and/or re-bagged material will not be accepted.
- d) Material shall be received in 50 lb. multi-walled bags.
- e) Material shall be priced by the pound, FOB the Stillwater Water Treatment Plant.
- f) Each order shall be approximately 2,500 lbs. or 50 bags.
- g) Estimated yearly usage: 8 tons (320 of 50 lb. bags). All quantities mentioned are estimates only. The City does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	TS-TECHNICAL SPECIFICATIONS
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4. CALCIUM OXIDE

All Calcium Oxide (quicklime) purchased shall meet ANSI/AWWA and NSF-60 Standards for Drinking Water Treatment Chemicals with the following exceptions and/or notations.

- a) Purchases shall be based on a minimum Calcium Oxide content of no less than 97.9%.
- b) A bonus for content above 97.9% **will not** be paid.
- c) Content below 97.9% may be accepted in an emergency, however; only after a price agreement has been reached between the supplier and the City of Stillwater.
- d) Chemical analysis sheet showing the Calcium Oxide content and the name of the chemist who performed the test shall be attached to every delivery ticket. Failure to attach said analysis may be grounds for refusal of the shipment.
- e) A complete laboratory analysis of each load shall be available without charge to the purchaser upon request.
- f) Quicklime shall be priced by the ton or fraction thereof, delivered into the storage silo at the Water Treatment Plant.
- g) All quicklime supplied shall have been processed in a gas-fired rotary kiln.
- h) Quicklime shall be bulk with a size of **1/8-inch and smaller in diameter**. It shall be free from lumps and foreign material which may interfere with the operation of dry feed equipment.
- i) Lime shall be delivered by pneumatic truck and or trailers capable of discharging into a storage silo with a point of material entry 75 ft. above ground level.
- j) Payments for demurrage charges for excess unloading time shall not be made unless excess time is caused by water plant equipment malfunction.
- k) Spills due to equipment failure on delivery vehicle shall be cleaned up by the driver and placed in the dumpster located adjacent to the Lime Silo, or the amount of time and labor necessary to do so shall be back charged to the company. Spillage shall not be charged to the City.
- l) Estimated yearly usage is about 2,000 tons. All quantities mentioned are estimates only. The City does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.


**5. POLYMER (Coagulant aid)
(Diallyldimethylammonium Chloride)**

All Polymer purchased shall meet ANSI/AWWA and NSF-60 Standards for Drinking Water Treatment Chemicals with the following exceptions and/or notations.

All Polymer purchased must work effectively with Aluminum Sulfate and Ferric Sulfate in the aid of coagulation for the treatment process. All polymers bid shall be 20% solids by weight. The following polymer types are approved:

<u>Manufacturers</u>	<u>Product Name</u>
Garratt-Callahan	7642
Garratt-Callahan	AH423
Polymer Application Consultants	PC2122
Applied Polymer Tech	2480
The Landsat Group Inc.	WT-20
Ondeo Nalco	CAT-FLOC TL
Polydyne, Inc.	CLARIFLOC – C-308P
Brenntag Southwest	WC-9923

- a) All Polymer purchased shall be in liquid form.

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	TS-TECHNICAL SPECIFICATIONS
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- b) All Polymer purchased shall be priced by the pound, FOB to the Stillwater Water Treatment Plant.
- c) All Polymer purchased shall be in bulk loads of 1500 – 2500 gallons.
- d) Individual shipments shall be approximately 1500 – 2500 gallons and off loaded into the bulk holding tanks.
- e) Payments for demurrage charges for excess unloading time shall not be made unless excess time is caused by Water Plant Equipment malfunction.
- f) Any damaged or leaking containers will not be accepted.
- g) A MSDS data sheet will be required with each shipment.
- h) Estimated yearly usage is approximately 24,000 gallons. All quantities mentioned are estimates only. The City does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.

6. CARBON DIOXIDE (Liquid)

- a) All vendors are being advised that the Carbon Dioxide furnished under this specification is to be used in the treatment of potable water.
- b) Carbon Dioxide shall not contain any other substance in quantities capable of producing a deleterious or injurious effect upon the health of those consuming water that has been properly treated.
- c) Carbon Dioxide shall meet ANSI/AWWA and NSF-60 Standards for Drinking Water Treatment Chemicals.
- d) Carbon Dioxide purchased under this specification shall be priced by the ton or fraction thereof, delivered FOB to the Water Treatment Plant.
- e) Estimated yearly usage 80 tons/year. All quantities mentioned are estimates only. The City does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.

7. ANHYDROUS AMMONIA

- a) All Anhydrous Ammonia shall meet ANSI/AWWA and NSF-60 Standards for Drinking Water Treatment Chemicals.
- b) Ammonia will be delivered in bulk liquid form.
- c) Payments for demurrage charges for excess unloading time shall not be made unless excess time is caused by Water Plant equipment malfunction.
- d) A MSDS data sheet will be required with each shipment.
- e) Estimated yearly usage of 30,000 lbs. All quantities mentioned are estimates only. The City does not guarantee any minimum or maximum quantities to be supplied during the term of the agreement.
- f) Each shipment is about 2,500 lbs.

	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	FORM-GTC GENERAL TERMS & CONDITIONS
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**SUPPLY AND DELIVERY OF CHEMICALS
ADDITIONAL TERMS & CONDITIONS**

COMPLIANCE WITH LAWS. Chemical Supplier shall be responsible for complying with all applicable federal, state and local laws. Chemical Supplier is responsible for any costs of such compliance. Chemical 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. Chemical 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. Chemical Supplier shall hold City/SUA harmless from any loss, damage or claims arising from or related to Chemical Supplier's supplying of goods and/or performance of services. Chemical Supplier must exercise all reasonable and customary precaution to prevent any harm or loss to all persons and property related to Chemical Supplier's supplying of goods and/or performance of services.

NO INDEMNIFICATION OR LIMITATION OF LIABILITY. Chemical Supplier understands and acknowledges that City of 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, City shall not indemnify nor hold Chemical Supplier harmless for loss, damage, expense or liability arising from or related to Chemical Supplier's supplying of goods and/or performance of services, including any attorney's fees and costs. Chemical Supplier shall not limit its liability to City for actual loss or direct damages for any claim. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

INSURANCE REQUIRED. Chemical Supplier shall be required to purchase and maintain insurance. Chemical Supplier shall at all times carry commercial general liability coverage in amounts not less than \$1,000,000. Chemical 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. City 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 Additional Terms and Conditions. To the extent that Chemical Supplier's proposal has provided additional terms and conditions that may conflict with any provisions herein, the City of Stillwater's Terms and Conditions shall govern and control.

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

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


	INVITATION FOR BID #SUA 15-21/22 Supply and Delivery of Chemicals to the Stillwater Water Treatment Plant Issued: Saturday, May 21, 2022	BID FORM
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EXHIBIT A; BID FORM

SUPPLY AND DELIVERY OF CHEMICALS TO THE STILLWATER WATER TREATMENT PLANT

The undersigned bidder, having full knowledge of the requirements of the City of Stillwater/Stillwater Utilities Authority for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, Technical Specifications and all other terms and conditions of this Invitation for Bid), agrees to sell to the City/SUA the below listed items and guarantees the performance of the product in accordance with this Specification, complete in every respect, in strict accordance with the contract documents and for unit prices listed below. The price quoted includes all costs incurred in supplying and delivery of the chemical with no exceptions.

Chemicals will be delivered upon request to the City of Stillwater, Water Treatment Plant, located at 1022 West Yost Road, Stillwater, Oklahoma, 74075

Item No.	Chemical	Bid Unit	Unit Price	Maximum Price Percentage Increase per Quarter*
1	Liquid Ferric Sulfate	Dry Ton	\$	%
2	Chlorine Gas	Ton	\$	%
3	Sodium Silicofluoride	Ton	\$	%
4	Calcium Oxide	Ton	\$	%
5	Polymer	lb	\$	%
6	Carbon Dioxide	Ton	\$	%
7	Anhydrous Ammonia	lb	\$	%
	Total		\$ _____	

***Maximum Price Percentage Increase per Quarter** – The City will consider a quarterly price increase up to the percentage provided by the bidder or the percentage change in the south urban region consumer price index during the immediate past quarter as determined by the U.S. Bureau of Labor Statistics, whichever is less. The bidder shall be required to notify the City in writing 30 days in advance of an anticipated price increase before any increase will be considered.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this bid to the City of Stillwater/Stillwater Utilities Authority and to enter into a contract if this bid is accepted.

Bidder's Company Name: _____

Authorized Signature Here ▶ _____

Printed Name: _____

Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.