

Instructions, Terms and Conditions for Bidders

1. **PURCHASING AUTHORITY.**

City issues this Invitation for Bid pursuant to City of Cache Ordinances, Chapter 1, Article 4, Section 1-80-1-81, the provisions of which are incorporated herein.

2. **QUESTIONS REGARDING INVITATION FOR BID.**

Questions regarding any portion of this Invitation for Bid must be submitted in writing (sent by mail, fax, or email) to the City of Cache Code Enforcement Office or City of Cache City Clerk, indicated on the Summary Sheet herein. You should submit questions as early as possible.

Questions and concerns must be received no later than ten (10) days proper to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on the City. At the Cities 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 Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.

3. **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 cities Purchasing Division.

4. **EXAMINATION BY BIDDERS.**

It shall be the Bidder's responsible to examine the specifications, drawings, schedules, special instructions, and the 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.

5. **ADDENDA OR AMENDMENTS TO INVITATION FOR BID.**

City may addend or amend its Invitation for Bid no less than five days prior to the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will send a notification (by fax, email, or mail) of any addenda or amendments to those Bidders who have responded to the City's invitation to bid. Bidder must acknowledge the receipt of any addenda or amendments by signing and returning and Acknowledgement of Receipt of Addenda/Amendments form and attaching it to this Invitation for Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.

6. 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. A Bid is an irrevocable offer and when accepted by City 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 ANY DOCUMENTS NECESSARY TO RESPOND TO THE REQUEST COMPLETELY AND ACCURATELY. 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 hand delivered, but must be received at:
City of Cache-City Clerk
404 West "C" Avenue
Cache, Oklahoma 73527
- C. Bids will be accepted at the above address from 8:30 a.m. to 5:00 p.m., Monday thru Thursday, except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D. Late Bids shall be rejected. The City Clerk, in her sole discretion, may make exceptions only for the following reasons:
 - 1. City Hall closed for business for part or all day on the date the response was due.
 - 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. City will not accept faxed Bids.
- F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted, or rejected.
- G. All Bids shall 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. The original and all copies must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil shall be rejected. Any corrections to the Bids must be initialed in ink.

7. BID REJECTION OR WITHDRAWAL.

- A. City may reject any or all Bids, in whole or in part.
- B. A Bid may be rejected if it contained additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- 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 the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

8. **BID RESULTS/AWARD.**

Bids will be opened publicly and awarded as recommended by the City Council and Mayor on the date of the next Council Meeting. The Bid will be awarded to the Bidder whose bid is most advantageous to the City, considering price, quality, date of delivery and the like: in the event of a tie, said City Council may cast lots to determine from whom to make a purchase, or may divide the purchase among those bidding, always accepting the bids most advantageous to the City.

9. **LIABILITY.**

No Bid shall be accepted/approved until said Bidder has obtained public liability for insurance that shall indemnify the City and public in the amounts of not less than five thousand dollars (\$5,000.00) for bodily injury to or death of one (1) person in any one (1) accident; or in an amount not less than ten thousand dollars (\$10,000.00) for personal injury or death or more than one (1) person in any one (1) accident; or one thousand dollars (\$1,000.00) for property damages; all arising out of work to be performed under said registration.

10. **IRS FORM W-9.**

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

11. **NOTICE TO PROCEED.**

If City accepts your Bid, you shall not commence work until authorized to do so.

PERSONNEL AND PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance The Awarded Bidder agrees to comply with all local and state civil rights laws and ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Acts of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination the Awarded Bidder agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 (CDBG), as revised by Executive Order 13279. The applicable nondiscrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504 The Awarded Bidder agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted

program. The City shall provide the Awarded Bidder with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Awarded Bidder agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Awarded Bidder to assist in the formulation of such program. The Awarded Bidder shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owned Business (W/MBE)

The Awarded Bidder will use its best efforts to afford small business, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Purchase Agreement. As used in this Purchase Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Awarded Bidder may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records, The Awarded Bidder shall furnish and cause each of its own subcontractors to furnish all information and reports required by HUD and will permit access to its books, records and accounts by the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

The Awarded Bidder will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Awarded Bidder's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Awarded Bidder will, in all solicitations or advertisements for employees placed by or on behalf of the Awarded Bidder, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Awarded Bidder will include the provisions of Paragraphs II. A, Civil Rights, and B. Affirmative Actions, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. CONFLICT OF INTEREST

No official of the City of Cache who is authorized in such capacity and on behalf of the City to negotiate, make, or accept or approve, or to take part in negotiating, making, accepting or approving, any engineering, inspection, construction or material supply contract, or any subcontract, in connection with the construction of this Project shall become directly or indirectly interested personally in this Contract or in any part hereof.

No officer, employee, architect, attorney, engineer or inspector of or for the City who is authorized in such capacity, and on behalf of the City, to exercise any legislative, executive, supervisory or other similar function in connection with the construction of this Project, shall become directly or indirectly interested personally in this Contract or in any part hereof, any material supply contract, any subcontract, any insurance contract, or any other contract pertaining to this Project.

D. CONDUCT

1. Subcontracts

a. Approvals

The Awarded Bidder shall not enter into any subcontracts with any agency or individual in the performance of this Purchase Agreement without the written statement of the City prior to the execution of such agreement.

b. Monitoring

The Awarded Bidder will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Awarded Bidder shall cause all the provisions of this Purchase Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Purchase Agreement.

d. Selection Process

The Awarded Bidder shall undertake to ensure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

2. Hatch Act

The Awarded Bidder agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C. 3. Conflict of Interest the Awarded Bidder agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

- a. The Awarded Bidder shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the Awarded Bidder shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HUD-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the city, the Awarded Bidder, or any designated public agency.

4. Lobbying

The Awarded Bidder hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employer of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- b. If any funds other than Federal appropriated fund have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly.

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or The Awarded Bidder agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

5. Copyright

If this Purchase Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities

The Awarded Bidder agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j)(CDBG), such as worship, religious instruction, or proselytization.

ENVIRONMENTAL CONDITIONS

A. Air and Water

The Awarded Bidder agrees to comply with the following requirements insofar as they apply to the performance of this Agreement: 1. Clean Air Act, 42 U.S.C., 7401, et seq.; 2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder; 3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection In accordance with the requirements of the Flood Disaster Protection Agency of 1973 (42 U.S.C. 4001), the Awarded Bidder shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint the Awarded Bidder agrees that any construction or rehabilitation of a residential structure with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (CDBG). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

Historic Preservation

The Awarded Bidder agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

SPECIFICATIONS:

This service is to include the removal and replacement of a total of 1330 water meters with solid state meters, 1297 meters ¾ inch, 7 meters 1 and ½ inch, 25 meters 2 inch and 1, 3-inch meter.

There are 134 meters that will need to be reduced from 1 inch to ¾ inch. The installation of antennas to existing meter covers will require drilling and mounting.

All solid-state meters must be compatible with current software to support the objective to control and read meters at the office location, support current billing software, and allow for Customer access.

The majority work will be at the current water meter access.

Experience, resources, and company character/history will be considered in making the award. The award will be based on meeting the minimum requirements and the total extended cost of the base bid items.

ITEMS TO BE SUBMITTED WITH BID PACKAGE:

1. List of employees which will be working on this project
2. List of equipment required
3. Signed and Notarized affidavits
4. Itemized Bid Form

MINIMUM REQUIREMENTS:

Prospective bidders must provide a written history of previous experience performing similar work.

The Awarded Bidder shall comply with all federal, state, county and City of Cache laws, ordinances, statutes, rules, and regulations governing all aspects of the work be performed

QUOTING PROCEDURE:

All bids are finalized once awarded to the Bidder. Bidder must bid the actual amount to include an itemized cost for each project.

INITIAL JOB FUNCTION

Prior to beginning removal and replacement of water meters, the Awarded Bidder shall request and obtain proper permits if required, the Awarded Bidder shall immediately notify The City of Cache. If there is any damage to utilities the Awarded Bidder is responsibility to repair.

All work must be completed to the satisfaction of the City of Cache. Invoices will not be submitted for payment until all required inspections have been made and passed. Invoices will not be paid until all work is accepted as completed.

Work Hours

All work shall be done during the hours of 8:00 a.m. through 7:00 p.m.

AWARDED BIDDER RESPONSIBILITIES

1. Obtain utility disconnects if required, unless otherwise directed by the City of Cache.
2. Obtain all proper permits, unless otherwise directed by the City of Cache.
3. Confine equipment and personnel within the boundaries of the identified lot lines during execution of work.

Oklahoma State Statute

Oklahoma State Statute, Title 61, Section 114:

“The chief administrative officer and members of the governing body of the awarding public agency authorizing or awarding or supervising the executive of a public construction contract, and their relatives within the third degree of consanguinity or affinity, are forbidden to be interested directly or indirectly through stock ownership, partnership interest or otherwise in any such contract. Contracts entered in violation of this section shall be void. Persons willfully violation this section shall be guilty of a felony and shall be subject to removal from the office. “

Oklahoma State Statute, Title 61, Section 115:

“Any agreement or collusion among bidders, prospective bidders, or material suppliers in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding, or otherwise, shall render the bids of such bidders’ void. Persons willfully violating this section shall be guilty of a felony. Each bidder shall accompany the bid with a sworn statement that the bidder has not been a party to any such agreement...”

Oklahoma State Statute, Title 61, Section 116A:

“Any disclosure by an employee of a public agency of the terms of a bid submitted in response to a bid notice issued by a public agency in advance of the time set for opening of all bids so submitted shall be unlawful. It shall also be unlawful for any person to solicit, possess or receive information which is to be contained in a bid notice of a public agency, for use in preparing a bid, in advance of the date on which said bid notice is to be made equally and uniformly known to all prospective bidders and the public, and it shall further be unlawful for any employee of a public agency to withhold or impede the distribution of said information after notice of the bid has been given, unless the solicitation of bids has been withdrawn or the particular information in question has been deleted or replaced through alteration of the bid notice and said withdrawal or alteration has been made equally and uniformly known. Any violation of this subsection shall be a felony and shall render the proceedings void and require solicitation and award anew.

BID RETURN SHEET

The cost of removal and replacement of solid-state meters in accordance with the specifications herein is listed as follows:

(This bid amount will include estimated cost of ALL work expected to be completed by the Awarded Bidder, as stated on pages 8 and 9.)

All qualified proposals/bids will be evaluated, and award made to the firm(s) whose proposal/bid is deemed to be the lowest cost and in the best interest of the City of Cache, all factors considered. The City of Cache reserves the right to reject any, and all offers if determined in its best interest.

Company Name

Address

Telephone

Fax

Authorized Agent (Print Name & Title)

Signature

Date

References

Indicate below three agencies for which you have provided solid state meter services within the past three years:

Firm:

Contract Name: _____

Phone Number: _____

Firm:

Contract Name: _____

Phone Number: _____

Firm:

Contract Name: _____

Phone Number: _____

NON-COLLUSION AFFIDAVIT OF VENDOR

This affidavit Must accompany your response.

County of _____)

S.S.

State of _____)

AFFIDAVIT

I, _____, declare under oath, under penalty of perjury,
That I am lawfully qualified and acting officer and/or agent of, and that:

1. The affiant has not been party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any official of the state or political subdivision of the State, including the City of Cache or Cache Public Works Authority, as to quantity, quality or price in the matter of the attached proposal, or any other terms of said prospective contract; or in any discussion between Proposer and any official of the State, including the City of Cache or Cache Public Works Authority, concerning the exchange of money or other thing of value for special consideration in the letting of a contract and,
- 2., has not pled guilty to or been convicted of a felony charge for fraud, bribery or corruption involving sale of real or personal property to any state or any political subdivision of a state.
3. That no person, firm, corporation subsidiary, parent, predecessor, or other entity affiliated with or related to has been convicted of a fraud, bribery, or corruption relating to sale of real or personal property to any state or political subdivision of a state.
4. That no person, firm, corporation subsidiary, parent, predecessor, or other entity affiliated with is NOT related to any elected official or any employee with the City of Cache.

Office or Agent

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

Notary Public

My Commission Expires _____

Indemnification Form

The following indemnification agreement shall be and is hereby a provision of any contract. Failure to submit this form with your bid response shall result in your bid being rejected as unresponsive.

The successful contractor agrees to indemnify, investigate, protect, defend and save harmless the City, its officials, officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm, or corporation furnishing or supplying work, services, materials or supplies in connection with the performance of this contract, and from any and all claims and losses accruing or resulting to any person, firm or corporation which may be injured or damaged by the contractor in the performance of this contract. In any case, the foregoing provisions concerning indemnification shall not be construed to indemnify the City for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the City or its employees. This indemnification shall survive the expiration or early termination of this contract.

COMPANY _____

TAXPAYER IDENTIFICATION NUMBER _____

AUTHORIZED SIGNATURE _____

ADDRESS TELEPHONE _____

TOLL-FREE NUMBER FAX NUMBER _____

E-MAIL ADDRESS _____

Notarized Sworn Statement

STATE OF OKLAHOMA)

) SS

COUNTY OF _____),

_____, of lawful age, being first duly sworn, on oath says:

1. (s)he is the duly authorized agent of _____, the contractor under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said contract;
2. (s)he is fully aware of the facts and circumstances surrounding the making of the contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said contract; and
3. 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 Cache any money or other thing of value, either directly or indirectly, in procuring the contract to which this statement is attached.

Name & Title _____

Address _____

County of _____

State of _____

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

Notary Public _____

My commission expires: _____.