



The City of
OKLAHOMA CITY

INVITATION TO BID

NOTICE is hereby given that The Oklahoma City Environmental Assistance Trust will receive bids at the **OFFICE of the CITY CLERK, 200 North Walker, Oklahoma City, Oklahoma 73102**, until 10:00 a.m. on February 23, 2010 for the following:

Bid Number: OCEAT 03-10 Title: Pricing Agreement for 95-98 gallon universal rubber-wheeled carts.

You are invited to submit a bid to supply the items specified. Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy bids will be accepted.

Hard copy and electronic bids filed with the City Clerk will be opened at the time stated, or later, in the Conference Room, located on the 2nd floor of the Municipal Building. Bids received after the above stated date and time, **will not be accepted, and will be returned to the bidder unopened**. There will be no exceptions to this policy. All bids will remain on file at least 48 hours thereafter before a pricing agreement/contract award will be recommended to the Oklahoma City Environmental Assistance Trust.

Prior to pricing agreement/contract award: Original signatures will be required on the following forms: Bid/Pricing Agreement/Contract Form & Non-Discrimination Statement, Anticollusion Affidavit. Other important forms include the Vendor Registration / W-9 Form, Authorization Agreement for Electronic Funds Transfer, and the Title VI Compliance Report of Employment, General Instructions and Requirements for Bidders, technical specifications, and other pricing pages or questionnaires (if applicable).

Bids will only be accepted electronically via the City's web site or, in hard copy at the City Clerk's Office. Faxed or emailed bids will not be considered.

If you have questions, or need additional information, you may contact me at (405) 297-2746 or email lisa.hubbell@okc.gov.

Lisa K. Hubbell
Administrative Specialist
Utilities Department
Procurement Section

IMPORTANT: On hard copy bids please write the bid number, bid opening date, and title (as listed above) on the lower left corner on the outside of your bid envelope. Put the information on a label or draw a box around it to make it easier to see.

BID/PRICING AGREEMENT/CONTRACT FORM & NON-DISCRIMINATION STATEMENT
THIS FORM MUST BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

INSTRUCTIONS: This document MUST be completed prior to pricing agreement/contract award. Failure to properly execute the signature portion on the bid/pricing agreement/contract form prior to pricing agreement/contract award will result in rejection of your bid. This form constitutes your bid and will be the pricing agreement/contract document under which you are to perform, should your bid be accepted, so it must be properly and completely executed. It is, therefore, essential that you are aware of it's terms as well as those contained in the specifications.

For hard copy bids, return the bid/pricing agreement/contract form, along with all accompanying documents and specifications, to the attention of: City Clerk/Secretary, The City of Oklahoma City, Municipal Building, 200 N. Walker, Oklahoma City, OK 73102. The envelope must be sealed and clearly identified on the outside with the bid number, item description, bid opening date and the bidder's name and address. Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy, bids will be accepted. Electronic bids may only be submitted through the City's web site.

THIS PRICING AGREEMENT/CONTRACT is made and entered into, by and between _____ hereinafter referred to as "bidder" and The City of Oklahoma City, a municipal corporation, or a Public Trust hereinafter referred to as the "Contract Entity."

WITNESSETH:

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

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

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

1. The bidder agrees to sell and deliver to the Contract Entity, the items of material and/or services, specified in the submitted bid proposal, which is attached hereto and made a part of this pricing agreement/contract, or as listed below:

Check here if bid prices are attached

Item	Description	Estimated Quantity	Unit	Price	W/ RFID Option
1	95-98 gallon universal rubber-wheeled cart - Navy Blue	Under 1,500	Each	\$	\$
2	95-98 gallon universal rubber-wheeled cart - Navy Blue	1,500 to 4,999	Each	\$	\$
3	95-98 gallon universal rubber-wheeled cart - Navy Blue	5,000 to 9,999	Each	\$	\$
4	95-98 gallon universal rubber-wheeled cart - Navy Blue	10,000 to 14,999	Each	\$	\$
5	95-98 gallon universal rubber-wheeled cart - Navy Blue	15,000 or more	Each	\$	\$

Delivery in _____ days F.O.B. Oklahoma City, Oklahoma

Grand Total _____

Discount for Prompt Payment _____% _____ Days

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

3. If any of the goods fail to meet the warranties contained in Paragraph 2, above, the bidder, upon notice from the Contract Entity, shall promptly correct or replace the same at the bidder's expense. If the bidder shall fail to so do, the Contract Entity may cancel this order as to all such goods, and in addition, may cancel the then remaining balance of this order. After notice to the bidder, all such goods will be held at the bidder's risk. The Contract Entity may, at the bidder's direction, make available such goods to be returned to the bidder at the bidder's risk, and all transportation charges, both to and from the original destination, shall be paid by the bidder. Any payment for such goods shall be refunded by the bidder unless the bidder promptly corrects or replaces the same at the bidder's expense.

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

5. The bidder agrees, in connection with the performance of work under this pricing agreement/contract:

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

b. That the bidder agrees to include this non-discrimination clause in any subcontracts connected with the performance of this pricing agreement/contract.

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

7. The risk of loss or damage shall be borne by the bidder at all times until the acceptance of goods, properly packed, by the Contract Entity.

8. This pricing agreement/contract, specifications and any attachments constitutes the entire understanding and agreement of the parties upon the subject matter hereof. There is no agreement, oral or otherwise, which is not contained in or attached to this pricing agreement/contract. This pricing agreement/contract may not be modified or assigned unless approved in writing and signed by both parties.

9. The parties assume and understand that the variables in the bidder's cost of performance may fluctuate; consequently, the parties agree that any fluctuations in the bidder's costs will not alter the bidder's obligations under this pricing agreement/contract nor excuse performance or delay on the bidder's part.

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

11. The shipping or receiving of any goods under this pricing agreement/contract shall not be deemed, or be, a waiver of any right to damages for any prior failure to ship or receive any goods.

12. This pricing agreement/contract shall be governed by the laws of the State of Oklahoma.

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

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

WITNESS the hands of the parties hereto:

→ → → **THIS FORM MUST BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD** ← ← ←

Sign Here ✕

Signature of Individual _____ Title _____

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

Printed Name of Individual

Company Name and Address [Please Print] _____ Zip Code _____

Telephone Number and Fax Number if any

ANTICOLLUSION AFFIDAVIT

THIS FORM MUST BE COMPLETED PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.

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

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

Witness the hands of the parties hereto:

The undersigned individual states that the Bidder will be bound by its bid, the specification, the terms and conditions of the pricing agreement/contract, and the requirements for bidders.

→ → → THIS FORM TO BE COMPLETED BY THE BIDDER PRIOR TO PRICING AGREEMENT/CONTRACT AWARD ← ← ←

Sign Here ✕

Signature of Individual

Title

Printed Name of Individual

Company Name and Address [Please Print]

Zip Code

Telephone Number and Fax Number if any

TO BE COMPLETED BY THE NOTARY:

State of * _____)

County of * _____)

[*State and County where notarized must be written in for bid to be considered.]

SS.

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

My Commission Number: _____
 [Oklahoma]

Notary Public Printed Name

My Commission Expires: _____
 [Date/Year]

Notary Public Signature

[49 Okla. Stat. 1985 §119]



VENDOR REGISTRATION / W-9 FORM

***** SUBSTITUTE W-9 *****

Federal Taxpayer Identification Number (FIN):

Grid for Federal Taxpayer Identification Number (FIN)

OR Social Security Number: (IF INDIVIDUAL OR SOLE PROPRIETORSHIP)

Grid for Social Security Number

PRINT HERE: NAME OF BUSINESS OR OWNER, IF SOLE PROPRIETOR/INDIVIDUALLY OWNED

CERTIFICATION: Under penalties of perjury, I certify that:

- (1) The number shown on this form is my correct taxpayer identification number...
(2) I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding...
(3) I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return.

SIGN HERE: DATE:

*****VENDOR REGISTRATION FORM*****

INSTRUCTIONS: Please mark all that apply to you or your company.

Selection boxes for Sole Proprietor/Individual Owned, Partnership, Limited Liability Company (LLC), Lawyer/Attorney, Medical Provider, Corporation, Non-Profit (Per IRS 501C3 Regs), Government, New Vendor, One-Time Vendor, Address Change, Federal Tax ID No Change.

SALES ADDRESS:

SALES ADDRESS fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

BID ADDRESS (if different):

BID ADDRESS fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

PAYMENT ADDRESS:

PAYMENT ADDRESS fields: Individual Name if Sole Proprietorship, Company Name, Street or PO Box, City, State, Zip, Contact Person, E-Mail Address, Telephone Number, Fax Number.

Do you have an electronic catalog? If so, please provide the link to your web site:

Do you wish to receive payments by electronic funds transfer? Attach an EFT/ACH form (available at www.okc.gov).

I certify that the information supplied herein is correct and that neither the applicant nor any person (or concern) in any connection with the applicant as a principal or officer is now debarred or otherwise declared ineligible by an public agency for bidding or furnishing materials, supplies or services, to any other public agency thereof. NOTE: Section 11 of the City Charter prohibits employees of the City from having direct or indirect interest in City Pricing Agreements/Contracts.

Return to: Procurement Services (405) 297-2741 Fax (405) 297-2142 100 N. Walker, Suite #100 Oklahoma City, OK 73102

Signature of Person Authorized to Sign Date Signed Print Name Title

Title VI Compliance Report of Employment

AS OF _____

EEO/AA OFFICER _____ TELEPHONE _____

COMPANY/FIRM NAME _____ PROJECT NO. _____

JOB CATEGORY	WHITE		BLACK		HISPANIC		ASIAN AMER		AMER INDIAN		OTHER (SPECIFY)		TOTAL	HANDI-CAPPED
	M	F	M	F	M	F	M	F	M	F	M	F		
OFFICIAL MANAGER														
PROFESSIONAL														
TECHNICIAN														
PROTECTIVE SERVICES														
PARA PROFESSIONAL														
OFFICE CLERICAL														
SKILLED CRAFT														
SERVICE MAINTENANCE														
TOTAL/ PERCENT														

STATEMENT OF COMPANY'S EQUAL OPPORTUNITY POLICY: _____

TITLE VI COORDINATOR NAME: _____ TELEPHONE: _____

SIGNED/TITLE: _____ DATE: _____

GENERAL INSTRUCTIONS AND REQUIREMENTS FOR BIDDERS

THESE INSTRUCTIONS, REQUIREMENTS AND ANY SPECIAL INSTRUCTIONS CONTAINED IN THE SPECIFICATIONS ARE A PART OF THE TERMS AND CONDITIONS OF THE BIDDERS PROPOSAL. ANY EXCEPTIONS TO THESE INSTRUCTIONS/REQUIREMENTS OR SPECIFICATIONS MUST BE SPECIFIED AND SUBMITTED WITH THE BIDDER'S PROPOSAL. FAILURE TO INDICATE ANY EXCEPTIONS WILL BE REGARDED AS FULL ACCEPTANCE OF THESE REQUIREMENTS AND INSTRUCTIONS.

1. **EXAMINATION BY BIDDERS.** All bidders must examine the specifications, drawings, schedules, special instructions and these general requirements prior to submitting any bid/pricing agreement/contract. Failure to examine is at the bidder's own risk.

2. **SUBMISSION OF FORMS PRIOR TO PRICING AGREEMENT/CONTRACT AWARD.** All bids must be completed in ink or typewritten, on the forms provided by the contracting entity prior to contract award. Any erasures or other changes must be initialed by the individual signing the bid. All bids/proposals will not be considered unless the bid/pricing agreement/contract form is signed by the bidder or an authorized agent prior to award. The anticollusion affidavit must be executed by the bidder/proposer or an authorized representative and notarized. The notarization must contain: [1] the notary's signature [2] jurisdiction where notarization took place (i.e., State of __, County of __), [3] date of notarization, [4] the notary's commission expiration date [5] the notary's commission number (Oklahoma) [6] the notarial seal and [7] comply with all other applicable laws. Failure to properly execute the bid/pricing agreement/contract Form & non-discrimination statement prior to award will result in rejection of the bid.

3. **ORIGINAL BID FILED WITH CITY CLERK/SECRETARY.** a. Hard Copy Bids: An original of the bid/proposal must be filed with the City Clerk/Secretary in a sealed envelope which clearly identifies:

[1] the bid number, [2] description, [3] bid opening date, and [4] the bidder's name and address. All bids must be time stamped by the City Clerk's/Secretary's office before the hour specified on the opening date. b. Electronic Bids: Invitations to bid will be posted on the City's web site at: www.okc.gov. The specifications and bid documents may be downloaded from that site. Electronic bidding may be available on certain bids. If so, the bid will be specifically noted and an access link will be provided. If the bid is not identified as an electronic bid, then only sealed, hard copy, bids will be accepted. Electronic Bids must be submitted through the City's web site. The web site only permits bids from registered bidders up to the bid deadline.

4. **DESCRIPTIVE TERMS.** Unless the term "no substitute" is used, the use of brand name, manufacturer, make, or catalogue designation in describing an item does not restrict bidders to that particular brand name, etc. The term is simply to indicate the type, character, quality and/or performance equivalence of the item desired. However, the proposed substitution item must be of such character, quality and/or performance equivalence as that indicated in the specifications. A proposed substitute item must include complete data as to the manufacturer's name, type, model number, any descriptive bulletins and specifications.

5. **EXCEPTIONS.** Any exceptions [variances] to these instructions or specifications must be submitted along with the bidder's proposal. Failure to indicate any exceptions [variance] will be regarded as full compliance with these requirements, specifications and instructions and will be construed to mean that the bidder proposes to furnish the exact commodity as described in the specifications/requirements.

6. **UNIT PRICES.** A unit price for each unit bid must be shown and include packaging and/or packing, if any, unless otherwise specified. If the quantity is an estimate, the unit price only shall be listed. On items where a quantity is specified, a total shall be entered in the appropriate column of the bid schedule. If an error is made in extension of the price, the unit price shall prevail. Items or estimated quantity will be awarded on a "no guarantee" basis. Prices shall be extended in decimals, not fractions, and shall include transportation and delivery charges, prepaid by the bidder to the destination specified in the special instructions of the specifications.

7. **EXEMPTIONS FROM CERTAIN TAXES.** The purchase of certain items of equipment and/or materials by the contracting entity is exempt from the payment of excise, transportation and sales tax imposed by the federal, state and/or city governments. Such taxes must not be included in the bid prices. Upon request, applicable federal excise exemption certificates will be furnished.

8. **PAYMENTS AND DISCOUNTS.**

[a] Payment for the materials, supplies, or equipment as specified in the pricing agreement/contract shall be processed promptly after completion of delivery of items and after receipt of properly prepared invoice(s) and/or notarized claim voucher, if applicable. Purchases may be made using a purchasing card however, processing fees may not be added.

[b] Discounts for prompt payment will not be considered in bid evaluations, unless otherwise specified. However, offered discounts will be taken if payment is made within the discount period.

[c] Late charges cannot be assessed against the City or a Trust.

9. DELIVERY.

[a] All prices quoted shall be based on delivery F.O.B. Oklahoma City, Oklahoma or to any points located within the municipal corporate limits (unless otherwise stated in the special instructions) with all charges prepaid to the actual point of delivery.

[b] Bids must show the number of days required for delivery under normal conditions. Unrealistically short or long delivery promises may cause bids/proposals to be rejected. A successful bidder is required to keep the purchasing agent advised at all times of the status of the order. All materials, supplies or equipment shall be delivered within thirty (30) days from the date of the award of the pricing agreement/contract, unless specified otherwise.

10. AWARD OF PRICING AGREEMENT/CONTRACTS. The contracting entity reserves the rights to: award by item, groups of items or all items of the bid; to reject any or all bids in whole or in part; and, waive technical defects, irregularities and/or omissions.

11. BID BONDS. If required by the specifications, a bid bond [or a certified check or cashier's check] in the required amount must accompany the bid. This bond may be retained by the contracting entity as liquidated damages should the successful bidder fail to comply with the terms of this bid/proposal. The City Clerk's/Secretary's office may return all bonds or deposits to unsuccessful bidders after the pricing agreement/contract has been awarded.

12. PERFORMANCE BONDS. If required by the specifications, the successful bidder must post the performance bond, a certified or cashier's check in the amount required prior to award of pricing agreement/contract. The bid bond or deposit may be returned to the successful bidder upon the posting of the performance bond.

13. PATENTS. The bidder agrees to indemnify and save harmless the contracting entity, the purchasing agent and assistants from all suits and actions of every nature and description brought against the bidder and/or any assistants because or for the use of patented appliances, products or processes. The bidder shall pay all royalties and charges which are legal and equitable evidence of such payment or satisfaction shall be submitted upon request of the City/Trust, as a necessary requirement in connection with the final execution of any pricing agreement/contract in which patented appliances, products or processes are to be used.

14. TERMINATION.

[a] The performance of services and/or the delivery of items under any pricing agreement/contract may be terminated by the contracting entity, in whole or in part, whenever it is determined to be in the best interest of the contracting entity.

[b] Any such termination will be effected by delivery to the bidder of a termination notice specifying the extent to which performance or services and/or delivery of ordered commodities is terminated, and the date the termination becomes effective.

[c] After receipt of a termination notice, the bidder shall stop performance of services and/or accept no further orders under the pricing agreement/contract.

15. COMPLIANCE WITH APPLICABLE LAW. All bidders must comply with all applicable federal, state or local laws and regulations. Including Title VI and all provisions of the Civil Rights Act of 1964 42, U.S.C. 2000d-et seq.

16. SELF-INSURED. The City or Trust is self-insured for its own negligence, subject to the Governmental Tort Claims Act, Title 51 sections 151 et.seq.

17. RIGHT TO AUDIT. The contracting entity shall at all times have the right to examine books, papers and records of the successful bidder relative to all aspects of the pricing agreements/contracts awarded as a result of this bid to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this bid, and does not apply to vendor records beyond the scope of the pricing agreement/contract.

18. PROPRIETARY INFORMATION. All material submitted to the City becomes public property and is subject to the Oklahoma Open Records Act upon receipt. If a Bidder does not desire proprietary information in the bid to be disclosed, each page must be identified and marked proprietary at the time of submittal. The City will, to the extent allowed by law, endeavor to protect such information from disclosure. The final decision as to what information must be disclosed, however, lies with the District Court. If the Bidder fails to identify proprietary information, he agrees that by submission of bid that those sections shall be deemed non-proprietary and available upon public request. Notwithstanding this provision, Bidders must not identify the entire bid as proprietary.

2010

Lisa K. Hubbell, Administrative Specialist
The City of Oklahoma City
420 W. Main Street, Suite 500
Oklahoma City, OK 73102
(405) 297-2309 or
lisa.hubbell@okc.gov

OCEAT 03-10 Pricing Agreement for 95-98 Gallon Universal
Rubber-Wheeled Carts

OCEAT 03-10 Pricing Agreement for 95-98 Gallon Universal
Rubber-Wheeled Carts

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OCEAT 03-10 Pricing Agreement for 95-98 Gallon Universal Rubber-Wheeled Carts

INTENT

The intent of this specification is to provide for the purchase of 95-98 gallon universal rubber-wheeled carts in bulk quantities for the residential collection of municipal solid waste for customers residing within The City of Oklahoma City for the Oklahoma City Environmental Assistance Trust (OCEAT).

SCOPE OF CONTRACT

To provide for the bulk purchase and delivery of tested and qualified 95-98 gallon residential refuse carts as specified in the *Technical Specifications*. Bids for carts that have not been tested and qualified will be rejected. The Contractor shall also provide for repair and replacement parts for carts, as specified.

CONTRACTING ENTITY

The term "Contracting Entity" as used throughout these specifications shall mean of the Oklahoma City Environmental Assistance Trust. However, should The City of Oklahoma City or a PUBLIC TRUST of which The City of Oklahoma City is Beneficiary, choose to avail itself of goods or services from the resultant pricing agreement(s)/contract(s), the contracted vendor(s) will honor the terms and conditions, including price, of the pricing agreement(s)/contract(s).

PRICING AGREEMENT/CONTRACT PERIOD

The pricing agreement/contract shall be in effect commencing on date of award through March 31, 2013, as approved by the Contracting Entity, with an option to renew for two (2) additional one-year periods.

CONTRACT RENEWAL OPTION

Should the Contracting Entity desire to renew the pricing agreement/contract, a written notice shall be furnished to the Contractor prior to the expiration date of the pricing agreement/contract. The Contractor will indicate on the notice whether to accept or decline renewal of the contract, agreeing to continue pricing agreement/contract performance for an additional one-year period. In order to be bona fide, all pricing agreement/contract renewals must be approved by the Contracting Entity's governing body.

CONTRACT PERFORMANCE

The Contractor's performance will be evaluated on an on-going basis during the duration of this contract. Based on these evaluations, the Contracting Entity's appointed designee will determine if any problems exist. The following criteria will be applied in the contract evaluation performance process:

- The ability, capacity, and skills utilized by the contracted vendor in the performance of the contract and providing the services required;
- Whether the contracted vendor performed the requirements of the contract in providing the service promptly, or within the time specified, without delay or interference;
- The quality, availability and adaptability of the supplies, materials, and repair parts furnished to the particular use required.

The Contracting Entity reserves the right to cancel the contract in the event of vendor's inability to perform the requirements of the contract.

OCEAT 03-10 Pricing Agreement for 95-98 Gallon Universal
Rubber-Wheeled Carts

COST ADJUSTMENT TERMS

The bid price shall remain firm through the first six (6) months of the contract term. Price adjustments shall be made on a semi-annual basis, based upon current average resin prices (*Plastics News*, Thermoplastics List, HDPE Injection GP, Column II high value). Current average resin prices are calculated by averaging resin prices published from April 1st through September 30th; and October 1st through March 30th in *Plastics News*, Thermoplastics List, HDPE Injection GP, Column II high value. As of April 1, 2010, the current average resin price shall be \$0.737, based on the following:

<i>Plastic News</i> , Thermo Plastics List, HDPE Injection GP, Column II high value. All prices are in cents per pound.	
06-Jul-09	71.0
05-Oct-09	75.0
04-Jan10	75.0
Average Resin Price as of April 1, 2010	73.7

Cost adjustments shall occur on April 1st and October 1st, annually. The cost adjustment dates during the initial term of the contract are shown here:

	October 1, 2010
April 1, 2011	October 1, 2011
April 1, 2012	October 1, 2012

If the agreement is extended beyond the initial term, the adjustment dates will follow the same semi-annual schedule. The formula for cost adjustments shall be the current average resin price, minus the previous six month average resin price, multiplied by the pounds of resin per cart to equal the total price adjustment. Increases will benefit the contractor and decreases will benefit OCEAT.

Examples:

	\$ 0.637		Current Average Resin Price
-	\$ 0.737		Previous Average Resin Price
=	(\$ 0.010)		Total
×	34.5 lbs.		Pounds of Resin Per Cart
=	(\$ 3.45)		Total Cost Adjustment Per Cart

*In this example, the bid price per cart would **decrease** by \$3.45.*

	\$ 0.837		Current Average Resin Price
-	\$ 0.737		Previous Average Resin Price
=	\$ 0.010		Total
×	34.5 lbs.		Pounds of Resin Per Cart
=	\$ 3.45		Total Cost Adjustment Per Cart

*In this example, the bid price per cart would **increase** by \$3.45.*

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Right to Audit

The Contracting Entity shall at all times have the right to examine books, papers and records of the Contractor relative to all aspects of the pricing agreement/contract awarded as a result of this bid in order to confirm pricing agreement/contract compliance. Failure to provide the requested information may result in termination of the pricing agreement/contract. This right to audit only affects pricing agreement/contract compliance as a result of this bid, and does not apply to Contractor records beyond the scope of the pricing agreement/contract.

ESTIMATED ANNUAL REQUIREMENTS (NO GUARANTEE)

The Contracting Entity anticipates an estimated annual order of 15,000 carts or more. This is an estimate based on currently available information. The purchase of any such item or quantity is not guaranteed. Any offer conditioned upon a promise by the Contracting Entity to purchase a minimum or definite quantity of such an item will be rejected. If requirements for any awarded items do not materialize for the quantity estimated in the applicable *Bid Form* (p. 13), such failure shall not constitute grounds for equitable adjustment or additional compensation. Purchases made in future fiscal years or other contract periods are subject to future appropriations and availability of funds.

The Contracting Entity agrees to place orders with the primary Contractor as outlined under the intent of this pricing agreement/contract and all its requirements for items shown in the *Bid Form* (p. 13), as awarded, except when:

- Contractor is unable to meet the requirements for quantities and/or delivery of materials and/or services within the contract period.
- Conditions of emergency or public exigency as approved by Purchasing Agent
- Materials and/or services are obtainable through State contracts, as approved by the Purchasing Agent.
- Federal funds are involved and other action is warranted for federal regulatory compliance purposes.
- Quantities of materials and/or services are awarded under specific and separate pricing agreements/contracts.
- Quantities of materials and/or services which otherwise are determined to be outside the general scope and intent of this pricing agreement/contract.

DELIVERY

Contractors shall specify their proposed delivery times for the requested goods and/or services. If a deadline is specified and no alternative is proposed, it will be assumed that the Contractor will meet the stated deadline. Delivery of materials to any Oklahoma City department without a purchase order document, purchase order number or purchasing card reference name and number given at the time the order is placed, shall constitute an unauthorized purchase. Preservation, packaging, packing and marking will be in accordance with Contractor's best commercial practice, to provide adequate protection against shipping damage.

Contractor's delivery schedule shall be an important criterion in the evaluation of bids and recommendations for contract awards. The successful Contractor shall be required to deliver

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materials and supplies as specified in the *Bid Form* (p. 13) after receipt of a purchase order from the Contracting Entity.

INSURANCE REQUIREMENTS

The Contractor(s) shall procure and keep in full force and effect for the duration of the contract liability insurance that complies with all applicable Federal, State and local laws. The successful Contractor(s) will provide a Certificate of Insurance evidencing proof insurance coverage.

The Contractor assumes all risks incident to or in connection with its purpose to be conducted and shall indemnify, defend and save the Contracting Entity harmless from damage or injuries of whatever nature or kind to persons or property arising directly or indirectly out of the Contractor's operations and arising from acts or omissions of its employees and shall indemnify, defend, and save harmless The Contracting Entity from any penalties for violation of any law, ordinance or regulation affecting or having application to said operation or resulting from the carelessness, negligence or improper conduct of Contractor or any of its agents or employees.

In this connection, the Contractor shall carry Worker's Compensation in accordance with State Laws and Employers Liability Insurance in the following amounts:

Automobile Liability – In accordance with State law.

Property Damage Liability - Limits shall be carried in the amount of not less than twenty-five thousand dollars (\$25,000) to any one person for any number of claims for damage to or destruction of property, including but not limited to consequential damages, arising out of a single accident or occurrence.

All Other Liability - In the amount not less than one hundred seventy-five thousand dollars (\$175,000) for claims including accidental death, personal injury, and all other claims to any one person out of a single accident or occurrence.

Single Occurrence or Accident Liability - In an amount not less than one million dollars (\$1,000,000) for any number of claims arising out of a single occurrence or accident.

The Contractor (upon contract award) shall furnish a Certificate of Insurance, which shall provide that such insurance shall not be changed or canceled without ten days prior written notice to the Contracting Entity. ***Certificates of Insurance shall note the Contract No. and list OCEAT and The City of Oklahoma City as co-insured or additional insured.***

BID AWARD

The Contracting Entity reserves the right to award this pricing agreement/contract to a single Contractor or to multiple Contractors, whichever is deemed to be in the City's best interest. In the event of a multiple award, the contractor(s) will be identified as primary, secondary, etc. The Contracting Entity reserves the right to award this contract by line item, by group of items, or all items of the bid; to reject any or all bids in whole or in part; to waive certain formalities. The Contracting Entity shall award the pricing agreement/contract to the lowest and best Contractor(s) based upon the award methodology.

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No Response(s)

The Contractor may bid on some or all items. If the Contractor chooses to not bid on one of the items a "No Bid" or "NB" must be indicated in the space provided. If the Contractor does not provide a response, it will be considered a "No Bid" item.

Award Methodology

The first standard for evaluation will be based on the manufacturing process used to create the universal wheeled cart. The cart must meet or exceed the Contracting Entity's minimum specification requirements. The amount of resin in each cart is considered a critical factor, therefore, since both blow molding and rotation molding may vary the amount of resin in the universal wheeled cart, the bids are limited to only manufacturers that use the resin injection molding process.

The second standard for evaluation will be based on the 2010 Oklahoma City/Brigham Young University or subsequent Brigham Young University wind stability test results. Only carts with wind tunnel testing results, from Brigham Young University, indicating that the cart remained standing at more than 50 m.p.h. in all three orientations may be considered for award.

The third standard for evaluation will be based on the proposed delivery schedule. The fourth standard for evaluation will be based on unit price per cart. The Contracting Entity shall recommend award of contract to the overall lowest and best Contractor(s).

Bid Tabulation

The bid tabulation will be available to the public at the time the Contracting Entity's agenda is published with the recommendation for contract award. A bidder may download a copy of the bid tabulation from The City of Oklahoma City's website, www.okc.gov, under *Meetings*. A bidder may also request a copy of the bid tabulation by e-mail (*see Bid Form* p. 13) or by including a stamped, self-addressed envelope with the bid. The bid number must be written on the outside of the return envelope.

TECHNICAL SPECIFICATIONS

Cart Testing

The Contracting Entity will use wind test results to determine the manufacturers' eligibility to provide trash carts to the Contracting Entity. Wind testing will be performed at Brigham Young University. The wind test will consist of wind stresses applied from three orientations (front, side and back). The cart is required to withstand a minimum of fifty (50) mile per hour winds from all three orientations. **The cart tested must be the product specified in your bid with the exact wheels and lid configuration.**

The bidder shall be responsible for shipping the test cart to and from Brigham Young University. Contractors must submit a *Wind Test Form* (Attachment A) with their cart. Carts must be at the test site by January 29, 2010.

Please ship the test cart to:

Brigham Young University
Attn: Professor Brent Strong

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265 CTB
Provo, Utah 84602

Contractors shall authorize Brent Strong to fax a copy of the testing results to Contracting Entity. If you have questions regarding cart testing, please contact Lisa K. Hubbell at (405)297-2309 or e-mail at lisa.hubbell@okc.gov.

Warranty

The Contractor warrants that at the time of delivery, all items furnished under this contract will be free from defects in material or workmanship and will conform to the *Technical Specifications* and all other requirements of this contract. All Contractors will furnish with their bid, *one copy* of their warranty applicable to the equipment to be furnished. Carts shall include a full, ten (10) year warranty.

Carts shall be deemed defective if any of the following occur(s):

- Failure of the cart's lid to close properly, allowing rainwater (or any other liquid) to enter the cart.
- Damages to the cart body, the lid, or any component parts through opening or closing the lid.
- Failure of cart interface with lifters, causing the lower lift bar to be damaged.
- Failure of the cart to maintain its original body and lid shape.
- Failure of the rubber wheels to provide continuous, easy mobility.
- Failure of any part to conform to minimum standards as specified herein.

Final determination of cause of failure and responsibility of contractor to provide a no-charge replacement will reside with and be made by the Solid Waste Manager of the City of Oklahoma City. All equipment warranties shall start on the date of delivery and will be for the full term of said warranty.

Quality Assurance

The Contractor shall summarize its organization's quality assurance program and attach any applicable information that demonstrates the Contractor consistently produces 95-98 gallon carts that meet or exceed these specifications.

Parts Availability

Contractor must submit certified statement guaranteeing total parts availability for 10 years in order to maintain the carts throughout the warranty period. Contractor shall list all such sources for necessary repair parts for the carts. Cart replacement parts will be made and delivered at Contractor's sole expense to the Solid Waste Manager's satisfaction. Contractor must provide all necessary cart repair parts within twelve (12) working days of the date of notification unless the Solid Waste Manager or his/her designee extends that time.

Radio Frequency Identification (RFID) Option

The Contracting Entity may or may not exercise an option to purchase carts equipped with RFID tags. The Contracting Entity prefers carts designed with the RFID tag installed into the cart body

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with no exposure to the outside elements. In order to avoid interference with the cart's contents and materials, the Contracting Entity prefers RFID tags not be placed inside the cart. Adhesive or sticker RFID tags and bar codes will not be acceptable.

Carts with RFID tags shall be branded with an 8-9 digit serial number and associated bar code, preferably on the front side of the cart. The manufacturer shall record the association between each cart's RFID Tag, serial number and bar code. It is the manufacturer's responsibility to provide and maintain a data base for the City of Oklahoma City that includes the association information. The data base shall include each cart's RFID tag number, serial number, date and location of manufacture. It is expected that the manufacturer will maintain the data base for the life of the contract and provide additional association information for future cart purchases. The RFID tag must be compatible with other industry manufacturers.

Nonconformance/Liquidated Damages

It is mutually agreed and understood by the Contractor and the Contracting Entity that a delay in delivery or replacement of nonconforming carts would seriously affect customer service and operations of the Contracting Entity. Therefore, should a universal refuse cart delivery not be completed within the delivery period specified in the pricing agreement/contract; or the Contractor fails to replace a universal refuse cart(s) within two weeks of notification, that the cart(s) are found to be in nonconformance it is mutually agreed and understood by the Contractor and the Contracting Entity that liquidated damages shall be applied to any outstanding and/or future purchase orders. A reduction of one hundred dollars (\$100.00) per calendar day, for each and every calendar day which exceeds the delivery time or replacement of nonconforming universal refuse carts, as set forth in this pricing agreement/contract is the nearest measure of damages for such delay that can be fixed at this time. Therefore, the Contracting Entity and Contractor hereby establish said reduction in the purchase order and/or future purchase orders, of one hundred dollars (\$100.00) per calendar day for each and every day the Contractor is found to be in nonconformance, to a maximum of the pricing agreement/contract price for any deliveries remaining incomplete.

If the Contractor is not able to meet the specified delivery schedule or replace nonconforming cart(s), it will be the Contractor's responsibility to notify the Contracting Entity in writing, and submit proof of the circumstances for non-performance. The circumstances responsible for the delivery/replacement delay will be reviewed, and may be adjusted by the Solid Waste Manager at his/her discretion. The decision on exercising the nonconformance/liquidated damages will be made by the Solid Waste Manager at his/her sole discretion.

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Rubber-Wheeled Carts**

Cart Design

Manufacturer:	
Make:	
Model:	

Cart Specifications

If Contractor is offering components exactly as specified, the word "Yes" must be circled. If Contractor is not offering equipment exactly as specified, the word "No" must be circled. All "No" responses must be noted and explained on the *Bidder's Deviations/Remarks Form* (p. 14). Deviations from these *Technical Specifications* must be supported with manufacturer's technical specifications and literature. Each item must be circled either "Yes" or "No". If an item is not circled, the response will be considered a "No".

Item	Question		
1	Manufacturing Processes and Materials:		
a.	The universal refuse cart shall consist of a body, lid, wheels, axle and necessary accessories.	Yes	No
b.	The cart shall meet ANSI Z245.30 and ANSI Z245.60 safety and compatibility standards; and/or the most current ANSI standard.	Yes	No
c.	Cart shall be manufactured using a resin injection molding process.	Yes	No

Comments: _____

2	Capacity volume shall be a minimum of 95 U.S. liquid gallons, not to exceed 98 U.S. liquid gallons, body only, +/- 1%.	Yes	No
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Comments: _____

3	Configuration:		
a.	The carts must be round in configuration. The cart body shall be round in configuration in the area where the automated arm grasps the unit. Carts which are round except for a portion of the front-most part of the body are acceptable. Carts which are square or rectangular as determined by the Solid Waste Manager in the gripper area are unacceptable.	Yes	No
b.	The carts shall be compatible with standard American automated arm lifters and function.	Yes	No

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c.	The wall thickness shall not be less than .175 inch.	Yes	No
d.	The wall thickness in wear areas shall not be less than .195 inch.	Yes	No

Comments: _____

4	Cart Design: The cart body shall consist of a universal design capable of being dumped by both semi-automated and fully-automated truck systems.	Yes	No
5	Interior Construction: The interior surface shall be smooth and free of crevices, recesses, projections and other obstructions where refuse could become entrapped or entangled. The interior construction and shape shall assure the free flow of solid waste contents from the cart when dumped.	Yes	No
6	Load Rating: Carts bid for this specification must be designed to regularly receive and dump up to a minimum capacity of 2 lb. per gallon of waste materials, excluding the weight of the cart, without permanent damage or deformation.	Yes	No
7	Wind Stability: The cart must have been tested at Brigham Young University, in January 2010 and remained standing with no lid flip at 50 miles per hour or greater from all orientations front (street side), side and back. The cart tested must be the product specified in your bid with the exact wheels and lid configuration. (Attach test results)	Yes	No
8	Dimensions: List all exterior dimensions.		
a.	Height with lid		inches
b.	Length/depth		inches
c.	Width		inches
9	Cart Weight		
a.	Fully Assembled – Minimum 43 lbs.		lbs.
b.	Amount of resin per cart		lbs.
10	List the load weight the cart shall be capable of accommodating.		lbs.
11	Color: Navy blue that matches the color currently used, minimum 0.7% and maximum of 1% color pigment by weight, hot melt compounded into resin.	Yes	No
12	U.V. Stabilization: Minimum .5% by weight, hot melt compound into resin.	Yes	No

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Comments: _____

13	Thermal Resistance: Cart and all components shall be capable of withstanding extreme temperatures ranging from -20 degrees Fahrenheit to 110 degrees Fahrenheit, when under 200 lbs. total compressing force, applied from opposite sides by the gripper arm.	Yes	No
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Comments: _____

14	Cart Pick Up Points:		
a.	The cart shall be equipped with pick-up points to engage the cart to lift and dump the carts contents.	Yes	No
b.	Upper pick-up point shall be molded plastic with integral reinforcements.	Yes	No
c.	Lower Pick-up point shall be either molded plastic or rotating steel bar.	Yes	No

Comments: _____

15	Abrasion Protection: Bottom of cart shall have a built in reinforcement bottom or double drag rail for protection from excessive wear. Manufacturer shall not add additional pads to the cart.	Yes	No
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Comments: _____

16	Replacement Parts: Contractor shall guarantee the continuous availability of parts over a ten year period. (Attach certified statement.)	Yes	No
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Comments: _____

17	Handle: Shall be either one-piece or two-piece integrally molded part of the cart body and shall not rotate on its own axis. Handles shall be fixed for positive user control. A handle that is part of the lid is unacceptable.	Yes	No
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Comments: _____

**OCEAT 03-10 Pricing Agreement for 95-98 Gallon Universal
Rubber-Wheeled Carts**

18	Recyclable Plastic:		
a.	Is recyclable material used in the manufacturing of the 95-98 gallon universal rubber-wheeled cart?	Yes	No
b.	If so, what percentage of the cart material is recyclable?	%	

Comments: _____

19	Serial Numbers: All carts shall have serial numbers (year of manufacture and identification code) permanently hot stamped on the cart body with sequential serial numbers, white in color, as determined by the Solid Waste Manager. The City of Oklahoma City corporate logo shall be affixed on one side of the universal wheeled cart.	Yes	No
a.	Can the serial number be listed on the front (street side) of cart?	Yes	No

Comments: _____

20	Wheels and Axle:		
a.	Wheels must be made of rubber; plastic blow molded wheels are unacceptable.	Yes	No
b.	Wheels must snap-on to the axle.	Yes	No
c.	Wheels must be a minimum 10" diameter.	Yes	No
d.	The axle shall attach to the cart body by an integrally molded assembly which encloses the axle 360 degrees.	Yes	No
e.	Axle shall be solid steel corrosion resistant coated.	Yes	No
f.	The wheels and axle shall be capable of supporting the load rating. Nuts, bolts and screw assemblies are not acceptable; axle shall pass through cart body outside refuse area.	Yes	No

Comments: _____

21	Lid:		
a.	The lid shall be configured to ensure that it will not warp, bend, slump, or distort to such an extent that it no longer fits the cart properly or becomes otherwise unserviceable.	Yes	No

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b.	The lid must be crowned in shape and designed to disallow entry of rain when in a closed position.	Yes	No
c.	The lid must be attached to the cart without the use of metal fasteners such as screws, or bolts. Living hinges and lid counter weights are unacceptable. The lid must open from a closed position through a full 270 degree arc. Lid latches are unacceptable.	Yes	No
d.	The lid must be fabricated of the exact same resin and color as the body of the cart and remain fly tight (to disallow entry or exit of flies or other pests) without warping.	Yes	No
e.	The lid thickness should be at least .175 inch, the same or more than the cart body.	Yes	No

Comments: _____

22	Markings: The cart shall have the following indications and contraindications molded into the lid at least in English and Spanish.		
a	DO: Rinse with hose occasionally. Keep lid closed on cart.	Yes	No
		Yes	No
b.	DO NOT: Place hot ashes, charcoal or other hot material, paints, solvents or flammable liquids in cart. Leave on curb for extended period after collection. Drag cart.	Yes	No
		Yes	No
		Yes	No
c.	The cart lid shall also bear arrows pointing to the front. Between the arrows shall have "Arrows Toward Street" indication. Also a warning not to roll cart with lid open shall be clearly visible to the user.	Yes	No

Comments: _____

23	Warranty: Carts shall include a full ten (10) year warranty. <i>Copy of Warranty is included with the bid.</i>	Yes	No
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Comments: _____

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Rubber-Wheeled Carts

BID FORM

Bid Price Sheet

Proposed prices shall include all charges associated with the purchase of 95-98 gallon universal rubber-wheeled carts, including hot stamping, freight charges, & all other requirements in the *Technical Specifications*. Current estimated annual quantities are 17,000 carts, based on a monthly delivery schedule. Carts shall be ordered by the truckload, but the number of carts ordered and scheduled delivery dates could vary as needed. Prices are per cart per truckload.

Item	Description	Estimated Quantity	Unit	Price	W/ RFID Option
1	95-98 gallon universal rubber-wheeled cart - Navy Blue	Under 1,500	Each	\$	\$
2	95-98 gallon universal rubber-wheeled cart - Navy Blue	1,500 to 4,999	Each	\$	\$
3	95-98 gallon universal rubber-wheeled cart - Navy Blue	5,000 to 9,999	Each	\$	\$
4	95-98 gallon universal rubber-wheeled cart - Navy Blue	10,000 to 14,999	Each	\$	\$
5	95-98 gallon universal rubber-wheeled cart - Navy Blue	15,000 or more	Each	\$	\$
6	Warranty - 95-98 gallon universal rubber-wheeled cart	Enclosed?		Yes	No
Delivery					
7.	Number of calendar days for delivery of universal rubber-wheeled carts F.O.B. destination upon receipt of valid purchase order from the Contracting Entity				Calendar Days
8	Number of carts per shipment/truckload				Carts
Quality Assurance Statement Attach any pertinent documentation					

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Rubber-Wheeled Carts

REFERENCES

The Contractor shall submit municipal and/or commercial references that demonstrate the Contractor is a qualified partner in providing 95-98 gallon universal rubber wheeled carts to organizations comparable in population to The City of Oklahoma City. All references shall pertain to actual customers of the Contractor (sub-contractor references are not applicable) for five years or more.

All references will be treated as the bidder's confidential business information. Previous work for the Contract Entity may be used as references. Complete each item for all 3 references. Additional references may be supplied by bidder.

Owner/Agency:		
Address:		
City, State, Zip		
Contact/Phone:		()
Quantity of Carts Purchased:		
Date of Purchase(s):		
How long has this reference been your customer?		

Owner/Agency:		
Address:		
City, State, Zip		
Contact/Phone:		()
Quantity of Carts Purchased:		
Date of Purchase(s):		
How long has this reference been your customer?		

Owner/Agency:		
Address:		
City, State, Zip		
Contact/Phone:		()
Quantity of Carts Purchased:		
Date of Purchase(s):		
How long has this reference been your customer?		

City of Oklahoma City – Attachment A
 OCEAT 03-10 Pricing Agreement for 95-98 Gallon Universal Rubber-
 Wheeled Carts—Wind Test Form

The bidder will be responsible for shipping the test cart to and from Brigham Young University. Carts must be at the test site by January 29, 2010. OCEAT is responsible for the cost of cart testing. Do not forward payment to Brigham Young University. This form must accompany your cart.

Ship cart to: Brigham Young University
 Attn: Professor Brent Strong
 265 CTB
 Provo, Utah 84602

I hereby authorize Professor Brent Strong to conduct and release wind test results on one (1) 95-98 gallon universal rubber-wheeled cart as listed below, to the Oklahoma City Environmental Assistance Trust, as specified in Bid No. OCEAT 03-10, Pricing Agreement for 95-98 Gallon Universal Rubber-Wheeled Cart(s):

Manufacturer:	
Model:	
Weight (Assembled):	
Make:	
Model Number:	
Cart Height:	
Signature:	Date:
Print Name:	
Company Name:	

To Be Completed by Brigham Young University – Receipt/Verification	
Received/Verified By:	
Print Name:	
Date:	