



**Invitation For Bid TAC 818D
Biosolids Hauling
Water and Sewer Department
Issued: May 21, 2020**

**City of Tulsa,
Oklahoma**
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC 818D

DESCRIPTION: Biosolids Hauling

(Commodity Code(s): 958-12; 968-73; 962-39; 913-91)

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, June 24, 2020, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

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

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

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



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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

Ashleigh McCarn
amccarn@cityoftulsa.org
City of Tulsa
175 E. 2nd Street, 15TH Floor
Tulsa, OK 74103
Include **TAC 818D** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC 818D** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

No pre-Bid conference will be held for this IFB.

Bid Packet Submission

The City requires two completed Bid packets: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.
___Electronic USB Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed 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 Opening

All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.



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**FORM #1
BIDDER INFORMATION SHEET**

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

State of Organization: _____

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

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Liability Company |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | |
| <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____



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**FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC 818D Biosolids Hauling

(the "Goods and/or Services"); and

WHEREAS, Seller desires to provide such Goods and/or Services to City, acknowledges that this document constitutes Seller's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by the City's Mayor, this document will become the Purchase Agreement for such Goods and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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PURCHASE AGREEMENT**

- 7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
- 8. **No Indemnification by City.** Seller understands and acknowledges that City 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 Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
- 9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
- 10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
- 11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
- 12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
- 13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
- 14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
- 15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
- 16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- 17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

i. To Seller: _____

To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Ashleigh McCarn, Senior Buyer
City of Tulsa
175 E. 2nd Street, 15TH Floor
Tulsa, OK 74103



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18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding, payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement and its incorporated documents.



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IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

Company Name/Address [Please Print] _____ Address _____ City _____ State _____ Zip Code _____

() - () -
Telephone Number _____ Fax Number _____ Email Address _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney



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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 Tulsa 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 officers and/or employees of the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
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



**FORM #4
NON-COLLUSION AFFIDAVIT**

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)

)ss.

COUNTY OF _____)

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

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

By: _____
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



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____
Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My commission expires: _____

My commission number: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #6

ACKNOWLEDGMENT 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:



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, 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 the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. 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 the City with (i) a corporate resolution giving them authority to bind the Seller, 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 witnessed and 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 the 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 Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Days”** shall mean calendar days unless specified otherwise.
 - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



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- O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
- P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
- Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.
3. **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 Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified 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.
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 City’s Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must 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.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation 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 fax or email) of any addenda or amendments to those Bidders who have responded to the City’s Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, the City’s 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, etc. The City may make such references 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, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. 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. **PRICES/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. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.



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10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of 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 City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B.** Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday 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 will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the 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**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- 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 must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be 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. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **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 to the Bids must be initialed in ink.
12. **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 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.**
 - 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.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, 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.
14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.



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15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **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.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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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 365 days after the Bid Opening Date.

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

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is required: **Yes: X No:**

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

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

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

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Invitation for Bid number

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller 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 purchase agreements

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is required:

Yes: No: X

B. Performance Bond. If the box is checked "Yes," the Performance Bond is required:

Yes: No: X



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6. **References.** If the box is checked "Yes," References are required(3):

Yes: **X**

No:

7. **Purchase Card:** Is the City of Tulsa Purchasing Card acceptable (This is a Visa):

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:	_____
Email Address:	_____
Description of Products/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Products/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	_____
Email Address:	_____
Description of Products/Services Provided:	_____

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TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent during the agreement period, as nearly as possible, to purchase all the requirements for the item(s) bid from the firm(s) to which the agreement is awarded.

1.0 GENERAL:

Project work will take place at the Southside Biosolids Storage Beds at 236 W. 71st Street in Tulsa.

1.1 INTRODUCTION:

1.1.1 The Seller(s)'s operations shall include all equipment, labor, and incidentals necessary for the loading of biosolids directly from the Southside Wastewater Treatment Plant Dewatering Facility Storage Beds, transporting the biosolids to the land application sites and unloading the biosolids as required by the specifications contained in this Agreement.

1.1.2 The City's contact person is Cindy Cantero, Support Services Manager, Water Pollution Control Section, Water and Sewer Department, 175 E. 2nd Street, Suite 1400, Tulsa, Oklahoma, 74103. (918) 596-9870. **BIDDERS MUST NOT CONTACT ANYONE OTHER THAN THE BUYER DURING THE BIDDING PROCESS OR RISK HAVING THEIR BID REJECTED.**

1.2 BIOSOLIDS QUALITY AND CHARACTERISTICS:

1.2.1 Class B biosolids generated from the Southside Dewatering Facility is land applied in accordance with the provisions of the Southside Biosolids Management Permit. The Seller(s) will be required to follow Oklahoma Department of Environmental Quality (ODEQ) approved guidelines, including existing plans and site-specifics provided as part of this Agreement.

1.2.2 The Seller(s) will be paid on a per cubic yard basis and must provide sufficient equipment to load, transport and unload all dewatered biosolids stored in storage beds. An estimated volume of 20,000 cubic yards will be removed from the Southside storage beds each year. This quantity is an estimate to be used for bidding purposes only. The City and the Seller(s) must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work.

1.3 DESCRIPTION OF BID ITEM:

1.3.1.1 The Seller(s) agrees to load biosolids stored within the storage beds at the Southside Wastewater Dewatering Facility, with a percent total solid greater than 10 percent transport and unload the biosolids at a location 35 miles round trip or less per these specifications. Bid is unit price per cubic yard. The Dewatering Facility is located approximately one-half mile east of 71st Street and Elwood Avenue.

1.3.1.2 The Seller(s) agrees to load biosolids stored within the storage beds at the Southside Wastewater Dewatering Facility with a percent total solid of less than 10 percent, transport and unload the biosolids at a location 35 miles round trip or less per these specifications. Bid is unit price per cubic yard. The Dewatering Facility is located approximately one-half mile east of 71st Street and Elwood Avenue. This shall be a separate bid item from 1.3.1.1.

1.3.1.a Percent total solids will be determined by the City Labs. Seller(s) shall have their own samples tested at their own expense.

1.3.2.1 Cost per mile for each 30 cubic yards hauled from Southside Wastewater Dewatering Facility further than 35 miles round trip per these specifications. Bid is unit price per 30 cubic yards per mile.

1.3.2.a The Seller(s) will supply sufficient resources adequate to load, transport and unload biosolids from the Storage Beds at a **minimum rate of 900 cubic yards per day.**

1.3.2.b The City will provide the location of the sites, quantity to be hauled to each site, and the round trip distance and preferred driving route.

1.3.2.c The City shall determine the order of land application sites to be hauled to. Haul routes may be amended by the City should the need arise.



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1.3.2.d The Storage Beds shall be emptied to the asphalt surface any time the Seller(s) removes biosolids. Seller(s) shall use all efforts to preserve the integrity of the asphalt surface of the biosolids storage beds.

1.3.2.e The depiction and dimensions of the storage bed in Figure 2-1 and 2-2, and Sheets 11, 12 and 14 are given as informational purposes only. Prospective bidders shall obtain all dimensions and measurements and depths of biosolids to determine the biosolids quantity and through biosolids sampling and analyses determine pertinent biosolids characteristics for bidding purposes.

1.3.3 For the purpose of the Agreement, Seller(s) shall be deemed to have removed biosolids when such biosolids shall have been loaded in a suitable vehicle, transported to an approved site and unloaded in the staging area at the approved site.

1.3.4 The Seller(s) shall distribute hauled biosolids evenly throughout the workday. At a minimum, fifty percent of the projected biosolids to be hauled for the workday shall be delivered to the application site by 11:00 a.m. of each workday.

1.3.5 The City may delay or suspend the hauling of biosolids prior to the end of the established workday as described in section 1.4.7 if it appears to the City that biosolids incorporation may not be accomplished during the same working day due to equipment failure, site conditions, weather conditions, or as the City shall require.

1.3.6 Payment shall be made at the unit price per cubic yard of material removed from the storage location to the extent given in these specifications. The quantities stated in Exhibit A are estimates to be used for bidding purposes only. The actual pay quantity will be based upon the volume of material contained in each storage location as determined by measurements made just prior to commencing work under this agreement. These measurements shall be made by City and Seller(s) crews, with all computations of pay quantity volumes performed by the City. All notes and computations will be furnished to the Seller(s). The City and the Seller(s) must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work on each storage location. No reimbursement shall be made for any biosolids removed beyond the mutually agreed upon volume.

1.3.7 The Biosolids Storage Payable Volume Form, provided in these specifications, shall be used to determine the mutually agreed upon volume. The Seller(s) provided rod man shall measure the depth of biosolids from the floors surface to the top of the biosolids in the storage location at 16 places, four measuring places off of each side of the storage location, at arm's length towards the center. The City will provide a measuring rod. The average depth of biosolids will be utilized on the Biosolids Storage Payable Volume Form, specific to that plant, to calculate the payable volume of biosolids at each location. The Seller(s) shall also measure the width and length of the bed or area where required on the Form.

1.3.8 Seller(s) agrees to furnish the necessary equipment and suitably attired rod man to assist the measurement of biosolids in each storage location prior to the commencement of work. Any discrepancies shall be resolved before the mutually agreeable volume is calculated for the purpose of payment prior to the commencement of work. The City and Seller(s) will acknowledge their agents have witnessed said measurement and agree with the payable volume of material by signing the Biosolids Storage Payable Volume Form provided by the City.

1.4 BIOSOLIDS TRANSPORTATION:

1.4.1 The Seller(s) shall not use any type of loading device or equipment with digging or cutting teeth or any other appurtenance that could gouge, cut, scrape or otherwise damage the asphalt inside or outside of the Southside Wastewater Treatment Plant Dewatering Facility Storage Beds.

1.4.2 Any transportation of biosolids by the Seller(s) shall be done in vehicles or equipment that will contain the biosolids in a manner so as to avoid the possibility of dripping, spilling, scattering, leaking, or blowing of biosolids onto the roadway. Should mishaps occur for any reason, the Seller(s) shall be responsible for cleaning up any such biosolids or other material to the satisfaction of the City and other authorities having jurisdiction in accordance with Section 1.13, Spill Prevention and Control Plan.

1.4.3 All vehicles transporting biosolids shall not exceed the maximum allowable load limit (pounds) of any road or bridge being used.

1.4.4 The Seller(s) shall strictly observe precautions stated in Section 1.14 Safety.

1.4.5 All vehicles and equipment shall be adequately cleaned prior to contact with biosolids to avoid potential cross-contamination of previously hauled materials.

1.4.6 Authorized hauling time is Monday through Thursday from 6:00 am to 4:30 pm to allow same day application of biosolids



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at the site(s). Friday and/or Saturday operation may be commenced from 6:00 am to 4:30 pm, normal working hours upon request of the City with 48 hours notification.

1.4.7 Hauling operations will be suspended during periods of inclement weather, as determined by the City. Furthermore, in case of inclement weather, the City will notify the Seller(s) when biosolids hauling operations may resume.

1.4.8 Upon notification that removal operations may commence, the Seller(s) shall commence removal operations at the minimum cubic yards of biosolids per day within 48 hours following notification and upon the City and the Seller(s) agreeing upon the volume.

1.4.9 The City may modify dates and times as necessary to ensure compliance with ODEQ and Permit guidelines.

1.4.10 If more than one (1) biosolids storage location is to be emptied, the City shall specify the order in which the storage locations shall be emptied. Once work has commenced at a certain location, it shall be completed and accepted by the City before the Seller(s) may commence work in any subsequent location covered by this agreement.

1.5 AGREEMENT COOPERATION:

The Seller(s) shall cooperate others who may be performing other work on behalf of the City and the State of Oklahoma and workers who may be employed by the City or the State on any work in the vicinity of the location where they may be performing services under this Agreement. The Seller(s) shall also conduct his operation so as to interfere to the least possible extent with the work of other Seller(s) or other workers. The City shall use its best efforts to promote cooperation between the Seller(s), other Seller(s) and other workers.

1.6 SELLER(S) CONDUCT:

1.6.1 Seller(s) covenants and agrees in connection with its services to be performed hereunder that it will not allow any condition on City property nor permit the conduct of any activity on such property, which shall materially or adversely affect the development, improvement, operation or maintenance at the Dewatering Facility nor will the Seller(s) conduct its services in any manner which would be inadequate to ensure the safety and health of employees or agents of the City or the Seller(s), or in any manner which would result in damage to property of the City, including, without limitation, the streets, roads, highways, or other public ways of the City or which would result in injury to the employees or agents of the City.

1.6.2 The occurrence or existence of any prescribed or prohibited condition or activity, as described above, shall constitute a material breach of the Agreement by the Seller(s) which shall constitute grounds for termination of this Agreement by the City under the provisions of Section 1.9, Termination by City. However, as an alternative to termination of this Agreement under Section 1.9, the City may give written notice to the Seller(s) to immediately remedy the condition of default within a specified time period; provided thereafter, the Seller(s) in consultation with the City shall take all reasonable steps to remedy the event of default. If said defaulting condition or activity is not cured to the satisfaction of the City, or if during said period the Seller(s) is not taking prompt action to remedy the default to the satisfaction of the City, then the City may terminate this Agreement under the provisions of Section 1.9.

1.6.3 It is understood and agreed by the Seller(s) and the City that the phrase "to the satisfaction of the City", above shall not be construed to imply that the City has any authority for supervision of Seller(s) forces, operations or methods of operation.

1.7. SECURITY

1.7.1 Each project site where work is to be performed under this Agreement is a secured site. The Seller(s) shall be responsible for security as described below at the site where he is performing work under this Agreement.

1.7.2 Site Access: The Seller(s) shall respect all existing security measures at the project site, and shall implement the following measures to apply to all work performed under this Agreement.

1.7.3 For each employee the Seller(s) employs for work at each project site, Seller(s) shall provide the following information to the Engineer: Name, address, Social Security Number, telephone number, length of employment with Seller(s).

1.7.4 Seller(s) shall maintain a logbook listing as a minimum the names of all persons admitted to the secured site by the Seller(s), the purpose of the site visit, the dates and times of arrival at the site, entry to the secured site, and departure from the site.

1.7.5 Seller(s) and City acknowledge that Seller(s) shall not solely be responsible for all secured access to the site, that City personnel will have access and will be performing their regular duties pertaining to the operation and maintenance of the site facilities, and that security at the site shall require the cooperation of all persons authorized to access the site for the performance



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of their work. To the extent the Seller(s) is responsible for and has control of secured access, Seller(s) shall restrict site access to only persons essential to the performance or inspection of the work being performed under this Agreement.

1.7.6 Seller(s) shall provide Engineer twenty-four (24) hours advance notification of any delivery of equipment or materials to the site, and shall make arrangements with Engineer to provide for inspection of such delivery.

1.7.7 Any observation by the Seller(s) of activity at or associated with the project site that Seller(s) observes and considers to be unusual or suspicious in nature, or that Seller(s) believes poses a threat to the integrity or welfare of the project site or associated facilities, shall be duly noted at the time of the observation in the log book identified above. Any such observation shall be immediately reported to the Engineer.

1.7.8 No statement pertaining to security in these Specifications shall constitute an agreement between Seller(s) and City for the performance of security services.

1.8 UNDERTAKING BY THE CITY

1.8.1 The City will be responsible for making available to the Seller(s), biosolids that are stabilized to a minimum of Class B criteria as defined by the ODEQ Bulletin Number 0524, Section 6.5.1.2 and U.S.E.P.A. 40 CFR 503, Subpart D and OAC 252:606.

1.8.2 The City shall ensure Seller(s) and its employees, agents or subcontractors' access to and from the biosolids storage location and the adjacent biosolids loading areas on City premises for removal operations four (4) days a week during Normal Working Hours.

1.8.3 In the monitoring and inspection of Seller(s) performance of its services under this Agreement, the City shall not unreasonably interfere with the removal, transportation and unloading operations of Seller(s) and its employees, agents or subcontractors.

1.8.4 It is understood and agreed, however, that the City may appoint such inspectors as deemed proper for the inspection and monitoring of Seller(s) operation on the work sites on City premises or the other sites. Seller(s) shall furnish all reasonable assistance required by the inspectors for the proper inspection and monitoring of Seller(s) operations at the said work sites.

1.8.5 The City hereby designates the City's Water Pollution Control Manager to be a liaison with Seller(s) on matters pertaining to this Agreement and said Manager and his designated assistants and inspectors shall have the right to inspect Seller(s) facilities, equipment and operations under this Agreement, whether or not such facilities, equipment and operations are located on City premises, day or night, to insure compliance with Agreement and to insure the health and safety of employees of the City provided, however, that Seller(s) may designate portions of its facilities which it considers proprietary and any inspections of such portions shall be made only upon written request and after a written pledge of confidentiality is given with respect to proprietary aspects of such facilities.

1.9 TERMINATION BY CITY

1.9.1 In the event the Seller(s) renounces or repudiates this Agreement, or without good and sufficient cause fails to remove, transport or dispose of biosolids hereunder, or otherwise fails to perform, keep and observe any of the terms, covenants or conditions on the part of the Seller(s) to be performed, kept and observed, the City may terminate by giving written notice to the Seller(s) to use due diligence to correct such condition or default within five (5) days after receipt of such notice. The City may, after the lapse of said five (5) days' notice and prior to correction or curing of such default or condition, terminate this Agreement.

1.10 PERMITS

1.10.1 Seller(s) shall comply with all necessary permits, licenses and authorizations regarding removal, transportation and unloading of biosolids provided by the City and shall obtain and comply with all necessary permits, licenses and authorizations as may be required by all applicable federal, state and local laws and regulations regarding the removal, transportation and disposal of hauled biosolids. A copy of all permits, licenses and authorizations shall be furnished to the City prior to the removal of covered substances from the Drying Beds.

1.10.2 Seller(s) will diligently pursue the issuance of required permits (if any) immediately following receipt of work order issued by the City.

1.11 LAWS, ORDINANCES AND REGULATIONS

1.11.1 Seller(s) shall observe and comply with all ordinances, laws and regulations applicable to any aspect of Seller(s) services



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under this Agreement, further, Seller(s) shall comply with all applicable federal, state, county and municipal laws, rules and regulations, present or future, of agencies having jurisdiction over any aspects of Seller(s) operations, including, without limitation, laws, rules and regulations relating to sanitation, pollution, safety and health.

1.12 CONFORMANCE TO SLUDGE MANAGEMENT PERMIT AND INDIVIDUAL SITE SPECIFIC PLAN

1.12.1 The Seller(s) shall operate under and in full accordance with the approved City of Tulsa Sludge Management Permit and Individual Site Specific Plans which are available for review. The Sludge Management Permit and Individual Site Specific Plans are and will remain the property of City.

1.12.2 The City will serve as primary contact with landowner/operator and will determine sites that will be utilized for biosolids application and method of biosolids application for each site in conjunction with landowner/operator. Final decision will rest with the Water Pollution Control representative as to sites utilized and application method required for each site. The City shall consider input from the Seller(s) in arriving at said decisions.

1.13 SPILL PREVENTION AND CONTROL PLAN

1.13.1 The following procedures and practices will be adhered to by seller in order to minimize the possibility of a spill and to establish an effective response in the unlikely event of a spill:

A. Spill Prevention

1. Insure truck drivers watch trailer while loading and unloading.
2. Insure tailgate is closed and latched while transporting.
3. Inspect tailgate latches daily and replace as necessary.
4. Inspect tank valves daily and replace as necessary.
5. Insure tarps are in place while transporting.
6. Insure unloading operations in the field are conducted so as to minimize tracking biosolids back onto public roadways.
7. Establish and maintain good sanitation practices at loading and off-loading zones so as to avoid tracking of biosolids material onto roadways.
8. Insure dust covers are in place when hauling material in open dump trucks.

B. Spill Control

In the unlikely event of a spill, the following actions will be taken by seller immediately:

1. HALT SOURCE of spill; i.e. rupture line or valve or damaged truck unit.
2. HALT ALL HAULING OPERATIONS to allow all manpower and resources to be readily available to assist in the clean-up of spill. Hauling operations will not resume without prior approval of the City.
3. CONTAIN SPILL: Use straw bales or similar containment material to form a barrier. Straw bales shall be kept at the project site for such purposes.
4. CLEAN-UP: Employ loader equipment to remove as much spilled material as possible. Complete clean up with hand tools as necessary and dispose of in an approved manner.
5. FINAL CLEAN-UP: Flush roadways with water as necessary to clean. Allow drying and incorporating if spill occurs on a non-paved and tillable area. In the event a spill occurs on private property, final clean up should be completed immediately to the satisfaction of the owner.
6. REPORTING: As soon as possible after the spill notify the City of Tulsa Water Pollution Control office at (918) 596-9870 and the respective County Department of Environmental Quality. Within twenty-four (24) hours of the spill a written report detailing how the spill occurred and all action taken shall be sent to the City



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and respective County Department of Environmental Quality offices.

7. **MANAGEMENT:** of clean-up efforts. The seller's project manager shall take immediate charge and initiate clean-up activities. Seller(s) labor shall be used. Additional labor shall be requested from the City as needed. The project manager shall also communicate with the public on the scene, answering questions and advising of clean-up activities. For the purpose of clarification the "project Manager" shall be the "on-site Supervisor" assigned by the Seller(s).

1.14 SAFETY

1.14.1 Seller(s) shall be responsible for performing all work under this agreement in a safe manner and in compliance with all applicable local, state, and federal safety and health regulations.

1.14.2 Seller(s) shall submit a site safety plan prior to start of work. Seller(s) attention is directed to safety regulations applicable to the work under this agreement.

1.14.3 Fire Prevention and Protection: The Seller(s) shall take all necessary measures to prevent fire, and shall provide satisfactory firefighting means at the location of work.

1.14.4 Condition of Equipment and Materials: All equipment, tools, and appliances, and materials used in connection with the project shall be handled and operated only when they are in safe operating condition and in accordance with a standard safety procedure.

1.15 SITE DAMAGE BY SELLER(S)

1.15.1 It is understood and agreed by the parties hereto that all City owned structures on-site including (but not limited to) roads, walls or dikes are permanent in nature. Any damage thereto by the Seller(s) will be repaired by the Seller(s) and at the Seller(s) sole expense.

1.15.2 The City reserves the exclusive rights to determine if City owned property has been damaged beyond normal wear and tear.

1.15.3 Seller(s) shall have no monetary liability to City for unavoidable damage caused by Seller(s), in the exercise of reasonable care, to any submerged or hidden facilities or equipment on City property if the existence and location of such facilities or equipment is not disclosed on the facility plans for the affected areas furnished by the City to Seller(s); provided, however, Seller(s) shall have the responsibility and obligation for fully informing the City of the extent of its proposed operations on the City property and of requesting and obtaining such facility plans from the City prior to Seller(s) commencement of operations hereunder. This provision shall have no application to property of others lawfully on the site.

1.15.4 Seller(s) shall have no monetary liability for damage caused in the exercise of reasonable care by Seller(s) to the roads on City property provided Seller(s), prior to the commencement of its operations hereunder, shall fully inform City of the nature, size, maximum weight and all other pertinent matters pertaining to Seller(s) vehicles and equipment to be used on said roads and the proposed manner of operation over and on said roads and provided Seller(s) use of such roads shall be in accordance with any reasonable limitations or restrictions which may be imposed by the City on Seller(s) use of roads on City premises. If damage to roads by Seller(s) is required to be repaired to provide continued access for Seller(s) vehicles, such repair shall be the responsibility of Seller(s).

1.16 PROTECTION OF PROPERTY

1.16.1 The Seller(s) shall exercise care to avoid damage to land, roads, fences, growing crops, and livestock that may arise out of the hauling of biosolids. The repair and/or replacement of any property of the landowner or operator, damaged by the Seller(s) and/or subcontractor(s), shall be the sole responsibility of the Seller(s).

1.16.2 The protection of City, State and Government equipment, fences, gates, signs, and other City property is of prime importance, and if the same be damaged, destroyed or removed, they shall be repaired, replaced, or paid for by the Seller(s). Disturbance to this property must first be approved by the agency that controls it.

1.16.3 No valve or other control on any utility main or building service line shall be operated for any purpose by the Seller(s).

1.16.4 At places where the Seller(s) operations are adjacent to, or crossing, the plane of railway, telegraph, telephone, electric, and gas lines, or water lines, sanitary sewers, and storm sewers, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made.



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Seller(s) shall notify the Notification Center of Oklahoma One-Call System, Inc., of any excavation or demolition prior to the commencement of such work. Notification shall be made no sooner than (10) days nor later than forty-eight (48) hours prior to start of work, excluding Saturdays, Sundays, and legal holidays.

1.16.5 The City has attempted to locate all storm sewers, culverts, buried telephone or electrical conduits, sanitary sewers, water mains, and gas mains that might interfere with the construction of this project. The Seller(s) shall cooperate with the owners of any underground or overhead utility lines in their removal and rearrangement operations in order that these operations may progress in a reasonable manner and duplication or rearrangement work may be reduced to a minimum, and that services rendered by those parties will not be unnecessarily interrupted.

1.16.6 In the event the Seller(s) in any way fails to comply with the requirement of protecting, repairing, and restoring of any utility or utility service, the Engineer may, upon forty-eight (48) hours' notice, proceed to protect, repair, rebuild or otherwise restore such utility or utility service as may be deemed necessary, and the cost thereof will be deducted from any money due or which may become due the Seller(s) pursuant to the terms of this agreement.

1.17 PROTECTION OF MATERIALS

1.17.1 All materials and equipment delivered to the site of the work shall be adequately housed and protected against damage or deterioration according to the standard accepted procedures. The Seller(s) shall keep his storage yards in good order, arrange his materials neatly, and protect them from damage.

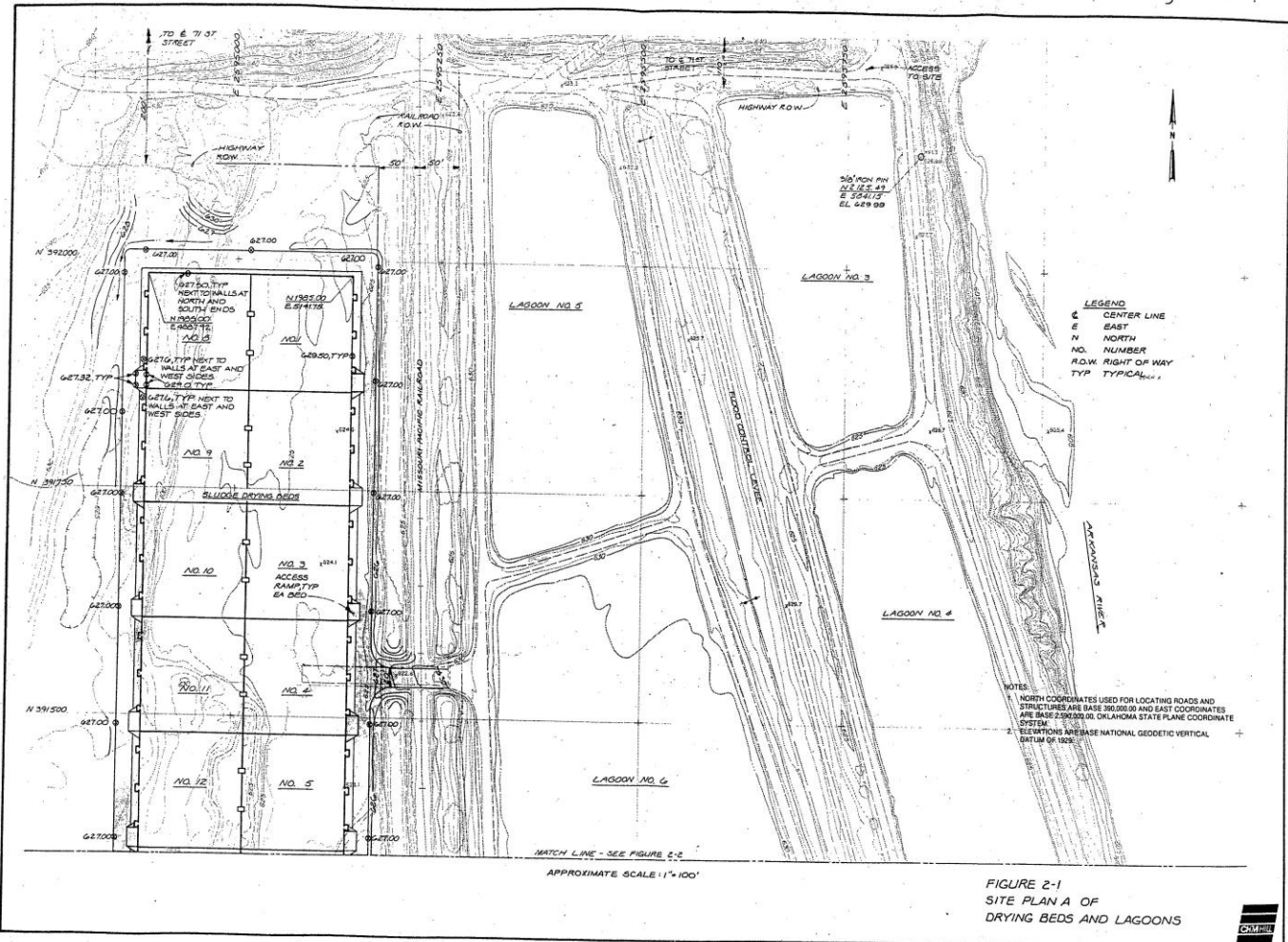
1.18 CLEAN-UP

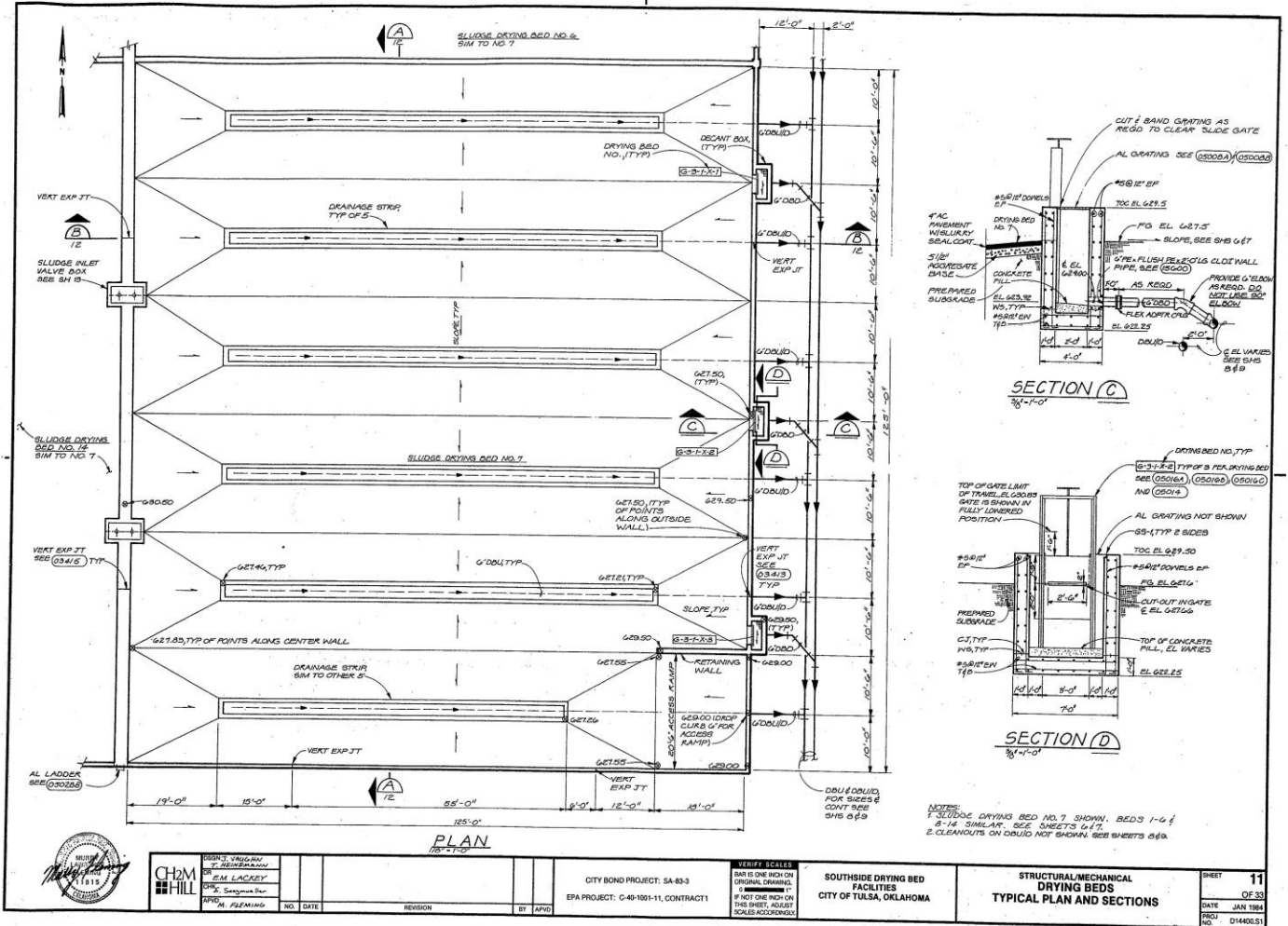
1.18.1 Immediately upon completion of the work at each site location in the agreement, the Seller(s) shall remove all excess materials, equipment, tools, and debris, and restore the site to a condition and in a manner satisfactory to the Engineer.

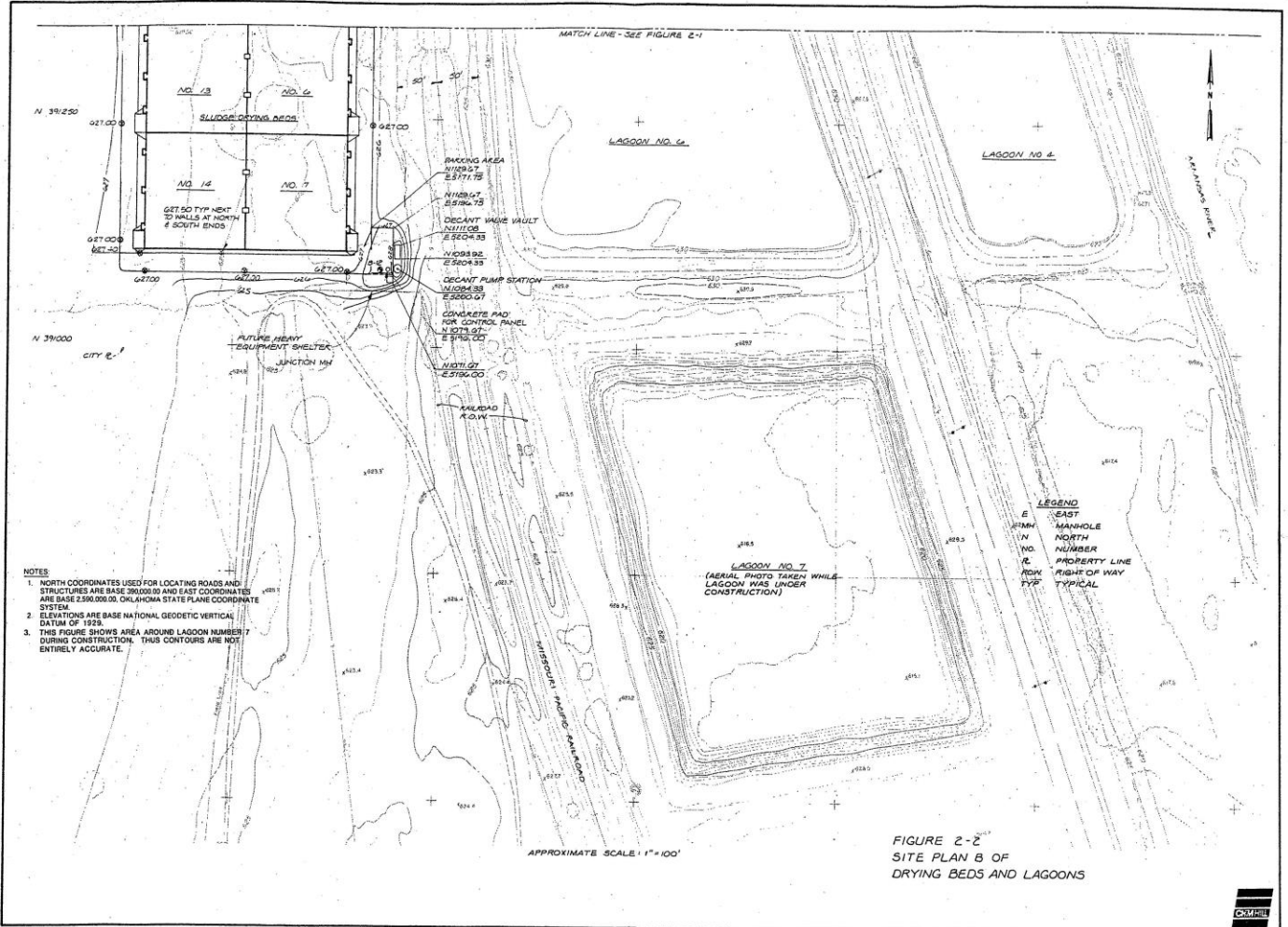
1.19 REMOVAL OF EQUIPMENT

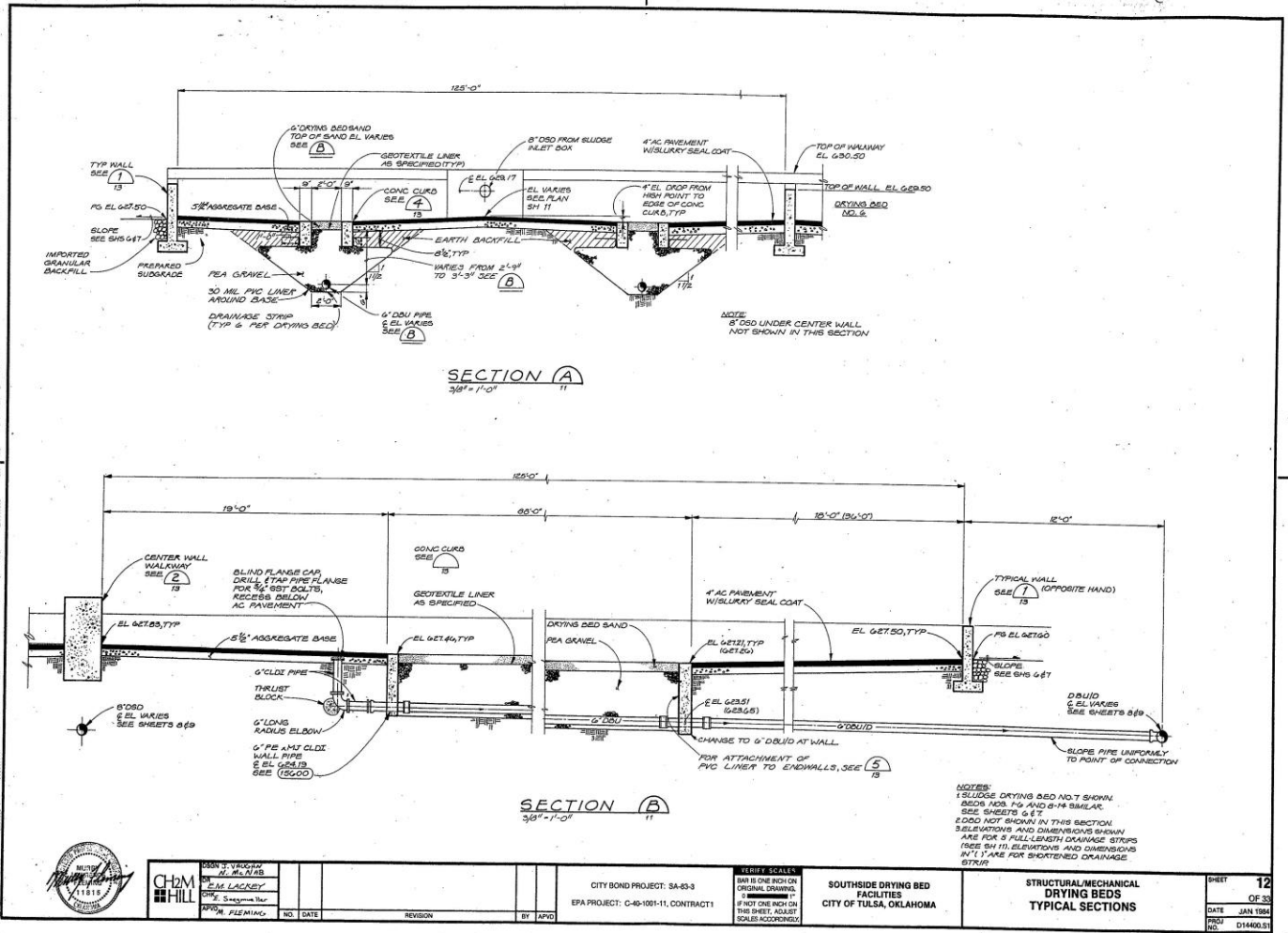
1.19.1 Seller(s) agrees that upon termination of this Agreement, Seller(s), not later than thirty (30) days after such termination, (i) shall remove all its machinery, equipment and other property from the Dewatering Facility work sites, (ii) shall, except as may be otherwise provided in Section 1.19.1 hereof, at its own cost and expense, repair and restore all damage to City property caused by Seller(s) or its operations, and (iii) shall vacate the work site free and clear of all liens and furnish City with satisfactory evidence of the foregoing. Title to any Seller(s) property not removed from treatment plant work site within the time limit stipulated above shall vest in the City and the City may dispose of any such property at Seller(s) cost and expense.

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	DESIGN: Y. YOUNG	NO.	DATE	REVISION	BY	APPD.
	CHECK: M. LACKEY DATE: 5/20/20 APPROX. FILING:					

CITY BOND PROJECT: SA-43-3
EPA PROJECT: C-40-1001-11, CONTRACT 1

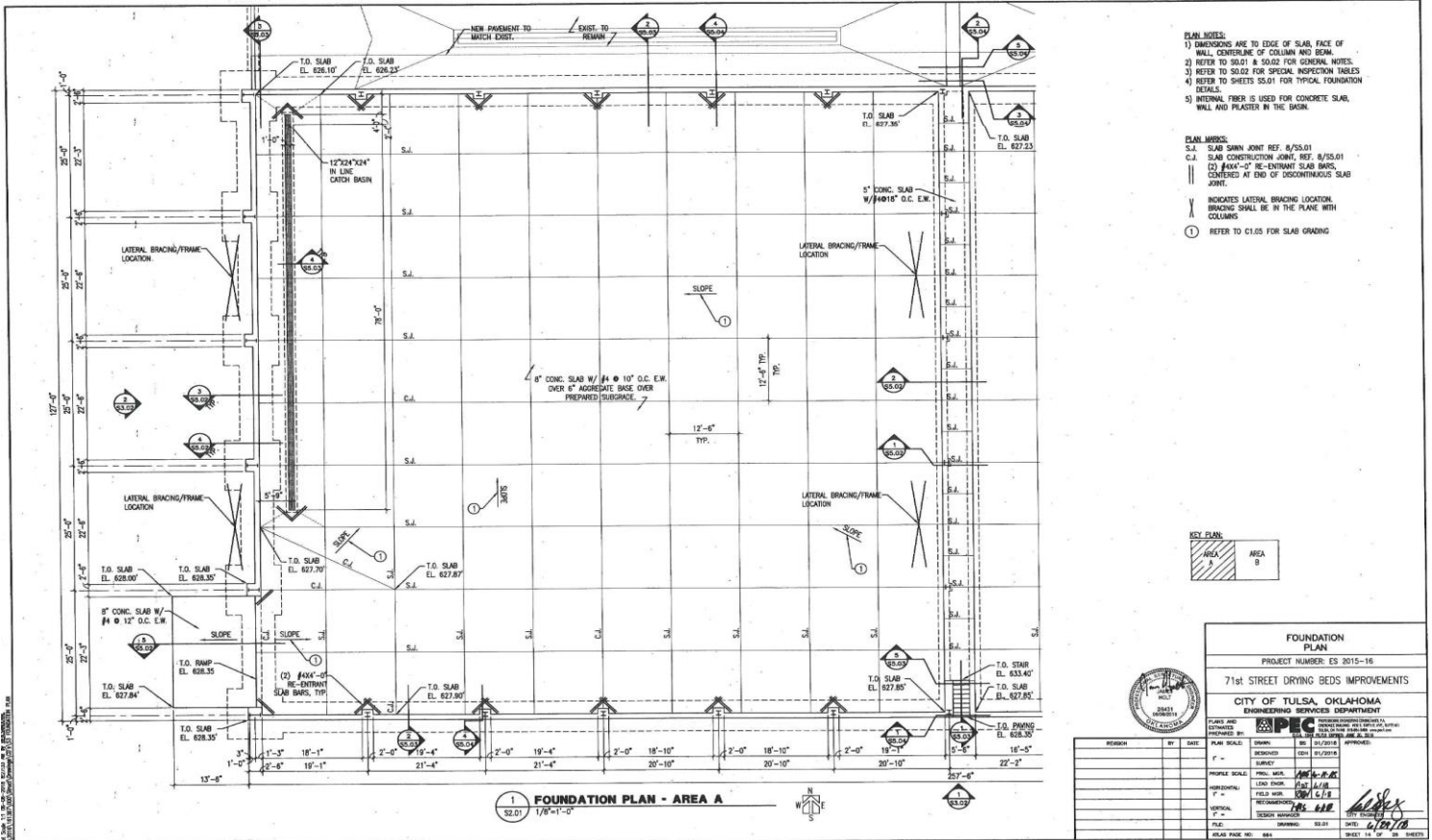
SCALE:
SMB IS ONE INCH ON ORIGINAL DRAWING.
IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

SOUTHSIDE DRYING BED FACILITIES
CITY OF TULSA, OKLAHOMA

STRUCTURAL/MECHANICAL DRYING BEDS TYPICAL SECTIONS

SHEET **12**
OF 32
DATE JAN 1984
PROJ. NO. D14400.01





Covered Beds #7 and #14



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Southside Biosolids Storage Payable Volume Form

DATE: _____

PROJECT: TAC # _____

DESCRIPTION: Biosolids Hauling

LOCATION: Southside Biosolids Storage Beds

CONTRACTOR: _____
CITY

REPRESENTATIVE: _____

CONTRACTOR

REPRESENTATIVE: _____

STORAGE BED

NUMBER: _____

Measured depth in feet of biosolids from the floors surface to the top of the biosolids in the storage bed at 16 locations, four measuring locations off of each wall of the bed, at arms length towards the center of the bed:

1.	5.	9.	13.
2.	6.	10.	14.
3.	7.	11.	15.
4.	8.	12.	16.

AVERAGE BIOSOLIDS HEIGHT (FT.) _____

BIOSOLIDS HEIGHT, FT. _____ X 125 FT. (WIDTH) X _____ FT. (LENGTH)

= _____ CUBIC FEET X 0.03704 CUBIC FEET / CUBIC YARD

= _____ CUBIC YARDS (PAYABLE VOLUME) X \$ _____ COST / CUBIC YARD

= \$ _____ PAY AMOUNT

REMARKS: _____

On this date, the undersigned representing the City of Tulsa and Contractor are in mutual agreement with the measuring of biosolids for the purpose of determining the average height of biosolids and the payable volume of biosolids.

WITNESS:

2-7-17 _____
for the City of Tulsa

_____ for the Contractor

Note:



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EXHIBIT A

BID FORM INCLUDING DELIVERY AND PRICING

1. Delivery. If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in City terminating your agreement or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

ITEM	DESCRIPTION	ESTIMATED ANNUAL QTY	UNIT COST	EXTENDED COST
1.3.1.1	THE CONTRACTOR AGREES TO LOAD BIOSOLIDS STORED WITHIN THE STORAGE BEDS AT THE SOUTHSIDE WASTEWATER DEWATERING FACILITY, WITH A PERCENT TOTAL SOLIDS GREATER THAN 10%, TRANSPORT AND UNLOAD THE BIOSOLIDS AT A LOCATION 35 MILES ROUND TRIP OR LESS PER THESE SPECIFICATIONS. BID IS UNIT PRICE PER CUBIC YARD.	20,000 YD ³		
1.3.1.2	THE CONTRACTOR AGREES TO LOAD BIOSOLIDS STORED WITHIN THE STORAGE BEDS AT THE SOUTHSIDE WASTEWATER DEWATERING FACILITY WITH A PERCENT TOTAL SOLIDS OF LESS THAN 10 PERCENT, TRANSPORT AND UNLOAD THE BIOSOLIDS AT A LOCATION 35 MILES ROUND TRIP OR LESS PER THESE SPECIFICATIONS. BID IS UNIT PRICE PER CUBIC YARD. THE DEWATERING FACILITY IS LOCATED APPROXIMATELY ONE-HALF MILE EAST OF 71 ST STREET AND ELWOOD AVENUE.	15,000 YD ³		
1.3.2.1	COST PER MILE FOR EACH 30 CUBIC YARDS HAULED FROM SOUTHSIDE WASTEWATER DEWATERING FACILITY FURTHER THAN 35 MILES ROUND TRIP PER THESE SPECIFICATIONS. BID IS UNIT PRICE PER 30 CUBIC YARDS PER MILE.	1,500 MILES		
TOTAL COST NOT TO EXCEED: (ALL COSTS MUST BE INCLUDED OR YOUR BID WILL BE DISQUALIFIED)			\$ _____	

3. Annual Price Adjustment. The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price **will be considered** if the following conditions are met:

- a) You must limit any increase to **one** of the following(indicate your choice*):
 - 1. the change in the Consumer Price Index from BLS Table 1(web link below) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year _____ (place an "X" here if this is your choice)
 - 2. a fixed percentage you specify _____%
- b) You must notify City, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price choice in your bid. **Failure to so notify City will result in City denying any price increases.** In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.

Notes: * - Any price increase you choose will be considered in the evaluation of your bid. If you choose the CPI-U, the annual increase used for evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

CPI Web Link: <http://www.bls.gov/news.release/cpi.t01.htm>



Tulsa
A New Kind of Energy.

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Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

