



**Invitation For Bid TAC 1169A
Southside Liquid Biosolids Disposal by
Land Application
Water & Sewer
Issued: July 9, 2020**

**City of Tulsa,
Oklahoma**
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7/31/20

Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGE:

Has this service been provide in the past? If so, by whom?

Information regarding the previous bid including specifications, awarded vendor and summary can be found on our website by searching [1169](#).

7/28/20

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

QUESTIONS:

Has this service been provide in the past? If so, by whom?

Information regarding the previous bid including specifications, awarded vendor and summary can be found on our website by searching [1169](#).

What was the total quantity removed and what was the cost?

In 2019, 5,643,085 gallons was removed for a total cost of \$248,882.61.

What was the previous method of removal?

A tractor and power-driven pump were used on the ramp to mix and pump out. Approved track equipment was used for the total cleanout of the bottom.

CHANGE:

Bids must be received no later than 5:00 PM (CST) on Wednesday, August 12, 2020

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

BID # TAC 1169A

DESCRIPTION: Southside Liquid Biosolids Disposal by Land Application (Commodity Code(s): 958-12)

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, August 12, 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 1169A** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC 1169A** 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:

*****MASK REQUIRED*****

Date: July 16, 2020 Time: 3:00pm Location: Southside Dewatering Facility 236 W. 71st Street Tulsa, OK

Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

Attendance is not required to submit a Bid.

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 #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 1169A SOUTHSIDE LIQUID BIOSOLIDS DISPOSAL BY LAND APPLICATION

(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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**FORM #2 (Page 2 of 4)
 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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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



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**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.



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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.
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:



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Yes: ___ No: X

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

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:	_____
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

201. GENERAL

Project work will take place at the Southside Dewatering facility, which generates anaerobically digested Class B biosolids. The biosolids will be stored in the lagoon located at this facility prior to liquid land application.

- 201.1. Under this agreement, the Seller agrees to load, transport, apply and incorporate all biosolids stored within the Southside Wastewater Treatment Plant Lagoon. Removal of biosolids from the Southside lagoon will occur once as a total cleanout. Care must be taken by the Seller to not disturb the lagoon protective clay liner.

The Seller's obligation is to mobilize and initiate removal of material from the lagoon per the schedule in Section 206. The actual pay quantity will be based upon the volume of material contained in the lagoon after removal of all readily pumpable material by the City, as determined by measurements made just prior to commencing work under this agreement. These measurements shall be made by City survey crews with all computations of pay quantity volumes performed by the City. All survey notes and computations will be furnished to the Seller. The City and the Seller must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work.

It is estimated that approximately 3,000,000 gallons of biosolids will be disposed of in this contract. The quantity stated in Bid Item No. 204.1, 204.2 and 204.3 of the Delivery and Pricing Section is an estimate to be used for bidding purposes only. The Seller will be paid on a per gallon basis and must provide sufficient equipment to load, transport, apply and incorporate all biosolids as required within these agreement documents.

- 201.2. All work shall be coordinated with Cindy Cantero, Support Service Manager, Water and Sewer Department, 175 E. 2nd Street, Ste. 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.**

202. QUALIFICATION REQUIREMENTS FOR BIOSOLIDS REMOVAL

- 202.1. The Seller shall have performed five (5) projects similar in scope, and in accordance with all applicable laws and ordinances shall hold a current applicable license to perform such work.

- 202.2 The Seller shall provide the following information for qualification **with the Bid**.

- A. Experience in loading, pumping, transporting, unloading, and land applying. It is not required that the Seller have experience in the State of Oklahoma. Reference list of at least five (5) similar projects, showing:

1. Locations
2. Distances hauled
3. Size and type of trucks and/or trailers
4. Quantities hauled
5. Materials hauled
6. Contact name and phone number

- B. Shall provide a list of the all equipment proposed to be utilized including:

1. Type of Equipment
2. Manufacturer
3. Model
4. Year
5. Hauling Capacity

- C. Statement of Bidder's thorough understanding of the regulatory agencies requirements in the State of Oklahoma which apply to the proposed method of biosolids disposal.

- 202.3 Bidders who have been previously qualified for any biosolids removal or disposal contracts are not exempt from the requirement to submit Qualification Information.



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203. BIOSOLIDS REMOVAL AND DISPOSAL

203.1. Seller shall remove the biosolids with a float mounted dredge, raft or biosolids pump, except that during the early phase of emptying the lagoon, when biosolids depth and flow characteristics make it feasible, the Seller may then use a farm type tractor and power take-off driven type pump or similar combination or arrangement of equipment, subject to the approval of the City, provided that the tractor and associated equipment rest entirely upon the existing lagoon ramp. Any pump or equipment shall not be placed on the side slopes of the lagoon without permission of the City.

203.2. The ramp at the northwest and northeast corner of the lagoon can be used to perform work.

203.3 Seller shall be responsible for the removal, transportation, land application, earth incorporation and all other work and operations incidental to dispose of biosolids contained within the Southside Dewatering Facility in accordance with these agreement documents.

203.4 City shall determine if excessive earth has been removed from lagoon bottom and/or side slopes. City shall calculate, in cubic yards, amount of earth removed excessively and deduct this from the final payment at a rate of \$300.00/cubic yard.

204. BID ITEM

204.1. LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED IN THE SOUTHSIDE LAGOON ABOVE ONE FOOT AVERAGE DEPTH PER THESE AGREEMENT DOCUMENTS. BID IS UNIT PRICE PER GALLON.

204.1.1 The work under this item shall consist of all the labor, equipment and materials to remove biosolids from the lagoon, transport to the application site, land apply the biosolids and return to the lagoon. The Lagoon shall be emptied of biosolids to an average surface elevation approximately one foot (1.0') higher than the lagoon's average bottom elevation (619.7). This bid item applies to the partial cleanout and the total cleanout work. All biosolids above this elevation shall be removed as well as removal of all debris, including but not limited to, grit, plastics, and other nonvolatile substances which protrude above the surface of the lagoon on the sides. The debris shall be mixed in with the contents of the lagoon in order to establish uniform percent solids.

204.1.2 **PAYMENT:** Payment for this item shall be made at the unit price per gallon of material removed from the lagoon to the extent given in 204.1.1 and incorporation into the soil at the application site selected by the City. The quantity stated in Bid Item No. 204.1 of the Delivery and Pricing Section is an estimate to be used for bidding purposes only. The actual pay quantity will be based upon the volume of material contained in the lagoon after removal of all readily pumpable material by the City as determined by measurements made just prior to commencing work under this agreement. These measurements shall be made by City survey crews, with all computations of pay quantity volumes performed by the City. All survey notes and computations will be furnished to the Seller. The payable volume will be extrapolated from Attachment 1 to determine the mutually agreed upon volume prior to commencement of work.

204.2. LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED IN THE SOUTHSIDE LAGOON BELOW ONE FOOT AVERAGE DEPTH PER THESE AGREEMENT DOCUMENTS. BID IS UNIT PRICE PER GALLON

204.2.1. The work under this item shall consist of all the labor, equipment and materials to remove biosolids from the lagoon, transport to the application site, land apply the biosolids and return back to the lagoon. The work under this item shall consist of all biosolids contained within the Lagoon below one foot average depth. This bid item applies to the total cleanout work. The Lagoon shall be emptied of biosolids to the bottom elevation, or shall be emptied to an elevation slightly above the bottom elevation at the discretion of the Water and Sewer Dept.

204.2.2 **PAYMENT:** Payment for this item shall be made at the unit price per gallon of material removed from the lagoon below one foot average depth. The quantity stated in Bid Item No. 204.2 of the Delivery and Pricing Section is an estimate to be used for bidding purposes only.

The actual pay quantity will be based upon the volume of material contained in the lagoon 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. The City and the Seller must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work on the lagoon. No reimbursement shall be made for any biosolids removed beyond the mutually agreed upon volume.



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Attachment 1 shall be used to determine the mutually agreed upon volume. The Seller's provided rod man shall measure the depth of biosolids from the lagoon floor surface to the average elevation required by 204.1. The depth will be taken at 12 locations, distributed evenly throughout the lagoon. The City will provide a measuring rod. The average depth of biosolids will be utilized to calculate the payable volume of biosolids in each lagoon for this item based on known volumes from Attachment 1.

204.3 COST PER MILE FOR EACH 1,000 GALLONS HAULED FURTHER THAN 44 MILES ROUND TRIP HAUL ROUTE INCLUDED PER THESE AGREEMENT DOCUMENTS. BID IS UNIT PRICE FOR 1,000 GALLONS PER MILE.

204.3.1. This bid item is for payment per mile of each 1,000 gallons of Biosolids hauled further than 44 miles round trip haul route from the entrance gate at the Southside Dewatering facility to the entrance of the field.

For example, if 2,000,000 gallons is transported 2 miles further than 44 miles round trip, then the quantity is

$$2,000,000 \text{ gallons} / 1,000 \times 2 \text{ miles} = 4,000 \text{ thousand gallons-miles}$$

204.3.2. Application sites and haul routes to and from the sites shall be determined by the City.

204.3.3 PAYMENT: Payment for this item shall be for quantities determined by the City. Prior to work under this item, the City will issue a work order with the quantity in gallons of Biosolids to be hauled, the round-trip haul route miles 44 miles to the selected application site; and the pay amount for the selected site. Seller shall show their concurrence with said information by signing the work order and returning to the City. Only when the City and Contractor mutually agree upon the pay amounts for the selected site will work commence under this item.

205. MISCELLANEOUS PROVISIONS

- 1) The Seller shall furnish all labor, equipment, and supplies including water except those designated herein.
- 2) Seller shall strictly observe precautions stated in Section 219, Spill Prevention and Control Plan.
- 3) The City may allow, at its option, Seller to use track equipment within the lagoon for total cleanout. Southside Wastewater Treatment Plant Lagoon has been clay lined in accordance with the State of Oklahoma Department of Environmental Quality (ODEQ) Guidelines in 1984, having a two (2) foot thick clay liner. The liner has no protective cover material. This lagoon was used for liquid biosolids until the belt press facility was constructed and in service in 1997. The lagoon was used for biosolids cake and cleaned out in 2017. It was used again in for liquid biosolids and cleaned out in 2019. There is not current damage to the liner.
- 4) The equipment must be track type, without cleats, as approved by the City.
- 5) The equipment used in the bottom of the lagoon must not exceed 5.0 p.s.i. of ground pressure or leave compaction, cutting of deep ruts and/or other damage to the clay liner. Prior to use, the Seller must submit manufacturer's specifications including information regarding ground pressure of the equipment to the City, for final approval.
- 6) Use of track equipment within the lagoon shall be during daylight hours only.
- 7) Track equipment shall be limited only to back blading in order to crowd biosolids toward the dredge, mobile biosolids raft, or pump suction. No apparatus on either the front or back of the equipment, intended to drag or scrape the bottom will be allowed. Prior to use, any drag-type apparatus will require City approval.
- 8) Seller must use extreme caution not to damage or violate the lining of the lagoon.
- 9) Seller may not dig any sumps in any of the lagoon.
- 10) It is understood and agreed by the parties hereto that the dams, walls or dikes surrounding the Lagoon as well as the bottom and side slopes of the Lagoon are permanent in nature. Any damage thereto by Seller will be repaired by Seller.
- 11) Seller will supply sufficient resources to handle biosolids at a rate sufficient to remove and dispose of said biosolids in a timely and responsible manner and within the number of consecutive calendar days specified in Section 206, Scheduling.
- 12) Seller shall be responsible for the removal and proper disposal of all debris, including but not limited to, grit, plastics, and other nonvolatile substances within the Lagoon which protrude above the surface of the lagoon on the bottom and sides. The debris shall be mixed in with the contents of the lagoon in order to establish a uniform percent solids.
- 13) When Seller believes the surface elevation of the lagoon being emptied is approaching the required elevation, he may request verification from an authorized City representative. Said verification will be conducted as specified in Section 213 to determine fulfillment of agreement requirements. The City will perform all computations of average surface depth/elevation and provide a copy of same to the Seller.
- 14) Upon completion of biosolids application to a given area, the soil surface shall be left in a level condition equal to the soil surface prior to any disturbance due to the biosolids application activities or an interim condition acceptable to the property owner or operator. Seller shall be responsible for providing additional discing, dragging, or rolling operations at the completion of application projects to produce an acceptable soil surface.



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- 15) Seller shall exercise care in use of proper equipment for biosolids application and incorporation to prevent soil compaction, cutting of deep ruts and/or other damage that may negatively impact the establishment and perpetuation of plant cover on the referenced land application sites. Low ground pressure flotation tires are required on all vehicles spreading biosolids.
- 16) Seller shall exercise care to avoid damage to land, roads, fences, growing crops and livestock which may arise out of the application of biosolids. The repair and/or replacement of any property of the land owner or operator, damaged by the Seller and/or subcontractor, shall be the responsibility of the Seller.
- 17) In the event the low bidder on this agreement is also the low bidder on any other agreement for the City of Tulsa, the Seller must provide sufficient resources and execute both agreements simultaneously.
- 18) When dust becomes a nuisance to plant operations, the Seller shall provide a means to wet down roads around the lagoon area. Plant effluent water from a hydrant can be used by the Seller at no charge. Coordination with City Supervision must be made before obtaining water.
- 19) Daily samples are required each day of land application. The City will provide the sample bottles. Two samples are to be collected at the same time each day of land application. The date, time and lagoon number will be written on the sample bottle by the Seller.
- 20)

206. SCHEDULING

- 206.1. The Seller's obligation is to complete a total cleanout of material from the lagoon within **45 calendar days** from notification in writing from the City to commence work on the lagoon.
- 206.2. The City shall schedule and perform the survey of the lagoon as specified in Section 213. The Work shall commence within ten (10) calendar days from the date of notification in writing from the City.
- 206.3. The Seller shall submit to the Water Pollution Control office a proposed schedule for removal operations within ten (10) calendar days from the survey of the lagoon.

207. BIOSOLIDS TRANSPORTATION

- 207.1. Any transportation of biosolids or other material by Seller shall be done in vehicles or equipment which contain the biosolids or other material in a manner to avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for any reason, Seller 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 219.
- 207.2. All vehicles transporting biosolids shall not exceed the maximum allowable load limit (pounds) of any road or bridge being used. All haul routes to and from the biosolids application sites shall be selected by the City.
- 207.3. All vehicles and equipment shall be adequately cleaned prior to contact with biosolids to avoid potential cross contamination of previously hauled materials.
- 207.4. Operations will be suspended during periods of inclement weather, as determine by the City. Furthermore, in case of inclement weather, the City will notify the Seller when biosolids hauling operations may resume.
- 207.5. The front gate into the facility can be used for entering the facility. Exiting the facility can be made by traveling north under 71st Street and up the hill to the north side entrance onto 71st Street.
- 207.6. The grass area just north of the lagoon can be used as a staging area.

208. CONFORMANCE TO SLUDGE MANAGEMENT PERMIT AND INDIVIDUAL SITE SPECIFIC PLAN

- 208.1. The Seller shall operate under and in full accordance with the approved City of Tulsa Sludge Management Permit and Individual Site Specific Plans. The Sludge Management Permit and Individual Site Specific Plans are and will remain the property of the City of Tulsa. Copies of these plans shall be provided to the Seller. During the bidding process these plans can be viewed at 175 E. 2nd Street, Ste. 1400, Tulsa, OK 74103.
- 208.2. 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



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the Water Pollution Control representative as to sites utilized and application method required for each site. The City shall consider input from the Seller in arriving at said decisions.

208.3 The City has land already permitted to use for the land application projects. The Seller will not be responsible for land application permits.

209. SELLER COOPERATION

Seller shall cooperate with others who may be performing work on behalf of the City and the State of Oklahoma and others who may be employed by the City or the State on any work in the vicinity of the location where Seller may be performing services under this Agreement; and Seller shall so conduct his operations so as to not interfere with the work of others. The City shall use its best efforts to promote cooperation between Seller and others.

210. SELLER CONDUCT

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

211. REMOVAL OF EQUIPMENT

Seller agrees that upon termination of this Agreement, Seller, not later than thirty (30) days after such termination, (i) shall remove all its machinery, equipment and other property from the treatment plant work site, (ii) shall at its own cost and expense, repair and restore all damage to City property caused by Seller 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 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.

212. UNDERTAKING BY THE CITY

212.1. The City shall insure Seller and its employees, agents or independent Sellers access to and from the lagoon and the adjacent biosolids loading areas on City premises for removal operations five (5) days a week during normal work hours (Mon-Fri 7am-7pm). All other days and hours must be approved by the Water and Sewer Dept.

212.2. 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 disposal operations of Seller and its employees, agents or subcontractors. 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 shall furnish all reasonable assistance required by the inspectors for the proper inspection and monitoring of Seller's operations at the said work sites.

212.3 The City hereby designates the City's Director of Water and Sewer to be a liaison with Seller on matters pertaining to this Agreement and said Director 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 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.

213. SURVEYING LAGOON

213.1. Surveys shall be conducted by land surveyors registered in the State of Oklahoma. City will obtain the surveys using its own forces at the City's expense or if the Seller requests, an independent surveyor acceptable to Seller and the City will be hired to perform the work, expenses for which will be paid by the Seller.

If the City uses its own forces, Seller may employ an independent surveyor, at Seller's expense, to work with and verify the work of the City's forces. Any discrepancies shall be resolved before the mutually agreeable volume is calculated for the purpose of payment prior to the commencement of work.



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Copies of the City's survey notes will be made available to the Seller within five (5) business days following said survey.

Seller agrees to furnish the necessary equipment and suitably attired rod man to assist the City Survey Crew in conducting all required surveys prior to the commencement of work and upon the completion of the lagoon. 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 will acknowledge their agents have witnessed said measurement and agree with the payable volume of material by signing Attachment 2 Lagoon Survey Acceptance Form provided by the City.

213.2. City shall determine if excessive earth has been removed from lagoon bottom and/or side slopes. City shall calculate, in cubic yards, amount of earth removed excessively and deduct this from the final payment at a rate of \$300.00/cubic yard.

214. BIOSOLIDS REMOVAL BY SELLER

214.1. The City shall have the sole responsibility and risk of determining whether or not the biosolids to be removed off-site (i) complies fully with the terms of the Federal Resources Conservation and Recovery Act and its implementing regulations; (ii) and meets any special disposal requirements under state and local law comparable to the disposal requirements prescribed by federal law for wastes within the terms of the Federal Resource Conservation and Recovery Act or Section 405 of the Federal Clean Water Act and 40 CFR Part 503.

214.2. The City shall have the sole responsibility and risk of establishing that the biosolids to be removed are not "nonconforming biosolids". For the purpose of this Agreement, nonconforming biosolids shall be biosolids which contain materials that are (1) toxic or otherwise hazardous as defined in 40 C.F.R. 261 promulgated by the United States Environmental Protection Agency (EPA), (2) listed as hazardous waste from non-specific sources in 40 C.F.R. 261.31 or hazardous waste from specific sources in 40 C.F.R. 261 promulgated by EPA or (3) are otherwise not suitable for disposal under applicable law.

214.3. Seller agrees to remove the biosolids determined by Section 204.1. Provided, however, in the event that Seller has reason to believe that the biosolids to be removed are nonconforming biosolids as defined in Section 214.2 the Seller may refuse and shall not be required to remove such biosolids if in each such instance Seller shall furnish City with the written documentation identifying such biosolids and setting forth the specific reason for Seller's refusal to remove such biosolids from City's biosolids lagoon. Should such biosolids subsequently be determined not to be nonconforming biosolids as defined in Section 214.2 Seller shall not refuse to remove the same.

214.4. For the purpose of the Agreement, Seller shall be deemed to have removed biosolids when such biosolids shall have been loaded in a suitable vehicle, transported to an approved site and earth incorporated. The removal by Seller of nonconforming biosolids and/or wastewater treatment biosolids which are properly stabilized shall not be a waiver of City's obligation to provide biosolids which are conforming biosolids but the quantity of any such biosolids removed by Seller shall be credited against the City's obligation to provide biosolids determined by Section 203 Biosolids Removal and Disposal.

215. PERMITS

215.1. Seller shall comply with all necessary permits, licenses and authorizations regarding removal, transportation and land application of biosolids as may be required by all applicable federal, state and local laws and regulations.

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

216. LAWS, ORDINANCES AND REGULATIONS

Seller shall observe and comply with all ordinances, laws and regulations applicable to any aspect of Seller's services under this Agreement, further, Seller 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.

217. ELECTRIC POWER

Seller shall furnish all power.



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218. METHOD OF APPLICATION OF BIOSOLIDS

- 218.1. Method of application of biosolids will be dependent upon a variety of factors including, but not limited to, soil type, cropping plan, proximity to residential areas, soil moisture, and field condition. Seller shall have available vehicles specifically designed for application of municipal biosolids to agricultural lands. Seller will have available a tractor and disc, a Lawson 12' by 42" single drum or a City approved equivalent, pull-type pasture aerator roller with transportation wheels or a City approved equivalent, a 16'-20' wide flexible wire harrow; Terra-Gator, Big A Biosolids Vehicle, Ag Chem 2004, AGGator equipped with both splash plates or spray bars for surface spreading and grassland injectors with rolling coulters for subsurface injection of biosolids where prescribed by the City. Seller must have bleed air valves on hoses used to transfer biosolids from tankers to applicator vehicles in order to minimize spillage.
- 218.2 The Seller shall mix the lagoon's contents in order to establish uniform percent solids to achieve a uniform rate of land application.
- 218.3. The Seller will be responsible for the pasture aerator method of application. The aerator must be used to aerate the site immediately prior to application (same working day). Incorporate the biosolids by using a disc harrow or flexible wire harrow. Based on weather conditions, a drag or harrow must be used to enhance incorporation no longer than 7 days after application. Weather conditions may preclude this operation. Incorporation activities will be conducted to meet the City's approval to effectively incorporate biosolids into the soil and improve site esthetics.
- 218.4. Application equipment shall be equipped with automatic valves so that the driver is able to turn the application on or off without leaving the cab of the vehicle.
- 218.5. No application is allowed if the ground is frozen, dry enough to preclude penetration by the aerator or saturated soil conditions.

219 SPILL PREVENTION AND CONTROL PLAN

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:

1. Spill Prevention

- a) Insure truck drivers watch trailer while loading.
- b) Insure tank hatches are closed and latched while transporting.
- c) Inspect tank hatches daily and replace as necessary.
- d) Inspect tank valves daily and replace as necessary.
- e) Insure dust caps are in place while transporting.
- f.) Insure unloading operations in the field are conducted so as to minimize hose drainage.
- g) Establish and maintain good sanitation practices at loading and off-loading zones so as to avoid tracking of biosolids material onto roadways.

2. Spill Control

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

- a) HALT SOURCE of spill; i.e. rupture line or valve or damaged tank unit.
- b) CONTAIN SPILL Use straw bales to form a barrier. Straw bales shall be kept at the project site for such purposes.
- c) CLEAN UP Employ vacuum equipment or biosolids applicator to remove as much spilled material as possible. Complete clean up by scattering straw from straw bales to soak up remaining material. Pick up straw manually and dispose of in landfill.



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- d) **FINAL CLEAN UP** Flush roadways with water as necessary to clean. Allow to dry and incorporate 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.
- e) **REPORTING** As soon as possible after the spill, notify the City of Tulsa (Support Services Manager, Cindy Cantero at (918) 596-9870) and the respective County Department of Environmental Quality office. 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 and respective County Department of Environmental Quality offices.
- f) **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.

220 WEEKLY PROGRESS REPORTS AND MONTHLY PROGRESS MEETINGS

- 220.1. Seller shall submit weekly written reports detailing project progress to date, problems encountered or anticipated which impact project progress, and plans for the next week's work. Project progress reports shall be due on a weekday mutually agreeable to the City and Seller and shall be specified at the Pre-work Conference. The initial project progress report will be due following the first full week after issuance of work order.
- 220.2 Monthly progress meetings shall be held in Tulsa between designated Seller representative(s) and City Water Pollution Control personnel or representatives when deemed necessary. The Pre-work Conference will constitute the first monthly progress meeting and subsequent meeting dates and times will be agreed upon at the Pre-work Conference, mutually agreeable to the City and Seller.

221. TESTING AND REPORTING REQUIREMENTS

- 221.1. The City shall have the responsibility for testing of the biosolids to the extent given in the City of Tulsa Biosolids Management Plan. Monitoring and Reporting of the biosolids application shall be conducted for the purpose of regulating and varying the hydraulic loadings to approximately attain but not to exceed the annual application rates detailed in the City of Tulsa Biosolids Management Plan for the respective biosolids and for the purpose of meeting all reporting requirements. Tests will be conducted more frequently only if the biosolids characteristics are observed to materially change and the City reserves the right to suspend Seller operations pending the determination of biosolids characteristics.
- 221.2. All field operation data required for the preparation of the operating report will be kept by Seller on a daily basis and furnished to the City on a daily basis. The City shall then forward the Operating Report to the State of Oklahoma Department of Environmental Quality (ODEQ) with copies to the landowners.



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Attachment 1

Volume of Lagoon 7

Depth (ft)	Volume (ft3)	Volume (gal)
1	117,967	882,393
2	240,116	1,796,068
3	366,519	2,741,562
4	497,248	3,719,415
5	632,375	4,730,165
6	771,972	5,774,351
7	916,111	6,852,510
8	1,064,864	7,965,183



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Attachment 2

LAGOON SURVEY ACCEPTANCE FORM

DATE: _____

PROJECT: _____

DESCRIPTION: AGREEMENT FOR LIQUID BIOSOLIDS DISPOSAL BY LAND APPLICATION LAGOON NO. _____

LOCATION: SOUTHSIDE WASTEWATER TREATMENT PLANT

CONTRACTOR: _____

REMARKS:

Survey of elevation to determine the payable volume of biosolids.

On this date, the undersigned, representing the City of Tulsa and the Seller, did witness a survey by City of Tulsa Engineering for the purpose of determining the average surface elevation of biosolids in "described" lagoon located at the Southside Wastewater Treatment Plant.

The Top of Biosolids elevation was found using _____ survey points to be _____ feet.

By using the Payable Volume Calculations Worksheet provided by the Authority,
 _____ gallons of biosolids make up the payable volume.

WITNESS:

 for the City of Tulsa

 Date

 for the Seller

 Date

 Survey Chief

 Date



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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	Quantity	Unit Cost	Extended Cost
204.1	LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED WITHIN THE SOUTHSIDE LAGOON ABOVE ONE FOOT AVERAGE DEPTH. BID IS UNIT PRICE PER GALLON.	2,100,000 (Gallons)		
204.2	LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS CONTAINED WITHIN THE SOUTHSIDE LAGOON BELOW ONE FOOT AVERAGE DEPTH. BID IS UNIT PRICE PER GALLON.	882,393 (Gallons)		
204.3	COST PER MILE FOR EACH 1,000 GALLONS HAULED FURTHER THAN 47 MILE ROUND TRIP HAUL ROUTE. BID IS UNIT PRICE FOR 1,000 GALLONS-MILE.	6,000 (1,000 gal- miles)		
TOTAL EXTENDED COST (All costs must be included or your bid will be disqualified)			\$	_____

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>

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET