

# Invitation for Bid (IFB)

## IFB22-931

**Supplies or Service Requested:** 40K GVW Backhoe Trailers

NIGP Commodity Code(s):

073-30, 070-63

### Solicitation Schedule

EVENT	DATE
IFB Issue Date	12/09/2021
Pre-Bid Conference or Webinar <i>Location   Zoom/Teams link</i>	No Pre-Bid Meeting
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	12/17/2021 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	1/12/2022

If You have any questions or need additional information, contact the Assigned Buyer:

Donny Tiemann, Senior Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)  
*All questions should be emailed with IFB **22-931** on the subject line.*

### Submit Bids (sealed) to:

City Clerk's Office  
City of Tulsa  
175 E. 2<sup>ND</sup> St., Suite 260  
Tulsa, OK 74103



CITY OF  
**Tulsa**  
A New Kind of Energy.

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service Requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. 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.***

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The City of Tulsa is seeking to purchase Backhoe Trailers for the Water Distribution Mainline Group. These trailers are used to carry backhoes & trench shields to job sites.

### 2. Award of Bid

The City intends to award a Purchase Order to the Lowest Secure Bidder meeting our Technical Specifications. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

The entire Invitation for Bid (IFB) including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Capitalized terms used in this IFB and not defined in the Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the Tulsa Revised Ordinances found at [https://library.municode.com/ok/tulsa/codes/code\\_of\\_ordinances?nodeId=CD\\_ORD\\_TIT6FIDE\\_CH4PU](https://library.municode.com/ok/tulsa/codes/code_of_ordinances?nodeId=CD_ORD_TIT6FIDE_CH4PU)

#### ***Authorized Agent***

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An 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. For instance, 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.

## **II. SCOPE OF WORK AND SPECIFICATIONS**

### **1. Scope of Work**

It is the intent during this period, as nearly as possible, to purchase all the requirements for the items bid ( 40,000lb GVW Backhoe Trailers ) from the firm(s) to which the purchase order is awarded.

#### **Delivery Requirements**

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the 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.

Absolutely no items over 500lbs. may be directly shipped to the City of Tulsa requiring the City personnel to unload from the shipping truck or trailer. The City of Tulsa carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

#### ***Additional Supply-Specific Delivery Requirements***

The Seller shall deliver all equipment fully assembled and operational with all items such as mounting brackets, fluids such as oil and fuel, batteries, etc. installed upon delivery. No crated or non-operational equipment requiring assembly or adjustments of any kind shall be accepted. Seller will be required to operate the equipment and demonstrate all features and operational modes to the City of Tulsa personnel.

**An MSO (Manufacturer's Statement of Origin) and an Oklahoma Application of title shall be provided at delivery. The City of Tulsa is required to license (tag) all vehicles and equipment.**

**A minimum of two (2) sets of operator's, service and maintenance manuals must be delivered with the equipment unless otherwise stated in the bid document. Parts and service manuals may be on CD ROM. If they are available at no cost to the City of Tulsa through a web site please state where and how they are accessed.**

### **2. Specifications**

#### **TECHNICAL SPECIFICATIONS**

**ATTENTION:** In Section 2 (Bidder's Proposal Column). The bidder shall respond to each minimum requirement (section 1) in the space provided under Section 2 whenever asked to "describe", the description may include details such as size, capacities, dimensions, materials used in construction, etc. A full and complete description is required to reasonably evaluate the bid, so all pertinent information is required. When referring to attached literature as a means of not fully describing items, misinterpretations by the evaluator of the bid may occur and consequently not having the bid awarded. Your ability to present the City with enough information to reasonably understand the item being bid and whether or not it meets the specifications stated relies on the written information provided.

You are requested to describe your proposal in the Bidders column, **you may not respond** in the space provided as to whether you meet the specifications by responding with terms as “yes”, “Meets”, “same as”, “complies” or “similar” terms. **If these terms are utilized, your bid will be considered Non-Compliant and be rejected.**

You must include descriptive manufacturer’s literature verifying the information you provided in the bidder’s proposal section. Failure to provide such literature will likely result in your bid being considered as Non-Compliant, and possibly being rejected.

If your bid is an alternate approach and does not fully meet the specifications, completely describe your alternate approach.

All items, included in the bid are subject to a performance demonstration within 30 days of the bid date by the vendor(s) at the discretion of the City of Tulsa. A like item of the type bid that contains all the safety concerns, horsepower ratings, accessories, dimensions or other features as deemed appropriate by the City of Tulsa may be required to be demonstrated to the City of Tulsa personnel prior to award of the bid to establish if the item meets the requirements & specifications of the City of Tulsa. These demonstrations may be held in direct competition with other vendors who bid the same items and equipment.

All equipment bid shall be new and the latest production model. Brochures and/or specification literature clearly describing the unit(s) and verifying that the unit(s) meet or exceed the requirements of this specification shall accompany each bid proposal. Warranty and delivery information shall be provided with the bid proposal. Any Manufacturer’s name and model called out in this bid is intended to set the quality and design of equipment desired and is not meant to limit bidding on products of equal quality. Any exceptions to or deviations from the specifications set forth in the bid must be clearly described in the bidder’s proposal. During a standard warranty period or for any extended warranty no upcharges, overtime, mileage, freight or charges for parts and service shall be charged to the City of Tulsa pertaining to warranty repairs.

For the purposes of bid evaluations, all options will be considered in the overall bid award.

Unless otherwise noted; Seller shall transport the equipment to and from the Seller’s location for mounting of equipment and accessories with no additional charges of any kind to the City of Tulsa upon award of bid. All transportation costs for warranty work beyond the City of Tulsa shall be at the Seller’s expense. If Bidders are outside the Tulsa area, Bidders shall supply the name of the local factory authorized repair facility that will perform warranty repairs. Those dealers shall be contacted for verification prior to awarding the bid. This information shall be part of the bid evaluation process. Failure to comply will affect the award of bid.

Name: \_\_\_\_\_ Address: \_\_\_\_\_ Telephone: \_\_\_\_\_

The manufacturer shall warrant each piece of equipment and related parts to be of good material and workmanship and to promptly replace any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for a minimum of one (1) year from the date of delivery, unless otherwise stated. In addition, if such failures take place outside the dealers service area, which shall be defined as Tulsa city limits, the vendor will be responsible for reimbursing the nearest vendor authorized dealer in the city of Tulsa for services rendered under this warranty.

The vendor shall respond within 72 hours of notification by the City of Tulsa, on when, where and how a warranty issue will be resolved. In the event there is no response within 72 hours, or if the response is not acceptable to the City of Tulsa; the City will provide or arrange for repairs. The vendor shall be held liable for reimbursement to the City of Tulsa for all costs incurred to resolve the warranty repairs.

**The vendor shall have the option to authorize the City of Tulsa to perform minor warranty replacement and repairs and then reimburse the City for it's labor and parts utilized to enact the repair. The reimbursement for labor will be the same rate as that of the actual work performed.**

Standard warranty information is to be supplied with the bid.

**Absolutely no items over 500lbs. may be directly shipped to the City of Tulsa requiring the City personnel to unload from the shipping truck or trailer. The City of Tulsa carries no responsibility for any damages incurred during an unloading occurrence. The City of Tulsa does not have unloading docks or the proper equipment to assist in this area. All unloading shall be the responsibility of the vendor and/or shipping entity.**

Section 1 Item 1	Specifications (Minimum)	Section 2 Bidders Proposal
Equipment	Current year model 40,000 pounds payload capacity equipment trailer.	<u>Describe:</u> Year _____ Make _____ Model: _____
Capacity	40,000 pounds pay load	<u>Describe:</u> _____
Platform	1. Platform to be 24-feet overall length and have a 60-inch dovetail. 2. Width of 8-feet and 6-inches (102-inches) 3. Deck height of approximately 35 inches. 4. Structural components of 100,000 psi tensile strength, with cross members on 16-inch centers. 5. Tread plate steel deck. 6. Eight (8) D-ring tie downs. Two (2) to be mounted 55 inches from the front of the deck, and other two (2) pair to be mounted evenly centered between the front and rear D rings on each side.	<u>Describe:</u> 1 _____ _____ 2 _____ _____ 3 _____ _____ 4 _____ _____ 5 _____ _____ 6 _____ _____ _____ _____ _____

	7. Side steps, two (2) located forward of the front axle, extending 7-inches below the frame on each side.	7 _____ _____ _____ _____
Trench Box Stands	<p>Trench box stands to utilize carrying of hydraulic trench shield. (See pictures below)</p> <ol style="list-style-type: none"> <li>10-inch channel upright gusseted with 10-inch channel horizontal for rear of box approximately 6-feet wide, 24-inches back from the front of the deck.</li> <li>4-inch channel mounted 24-inches ahead of deck with 2 1/2-inch square tube uprights on top of drawbar, 10-inches tall (See pictures below).</li> <li>Tool tray and lockable lid at rear section of drawbar under trench box leaving open tongue ahead of trench box crossmember 10-inches ahead of for cone support (See picture below).</li> <li>Strap winch: One (1) ratchet winch strap mounted under street side of trailer 1-foot behind the front of the deck.</li> <li>Strap to have a J-hook on one end and be 20-feet long minimum.</li> </ol>	<p><u>Describe:</u></p> <p>_____ _____ _____</p> <p>1 _____ _____ _____ _____</p> <p>2 _____ _____ _____ _____</p> <p>3 _____ _____ _____ _____ _____ _____ _____</p> <p>4 _____ _____ _____ _____</p> <p>5 _____ _____ _____ _____</p>
Ramps	<ol style="list-style-type: none"> <li>Two (2) ramps with a length of at least 5-feet each.</li> <li>Width of each ramp to be 26 inches minimum.</li> <li>Fold-over type, hinge pinned, spring assisted, cleated, self-supporting, self-cleaning, adjustable type ramps.</li> <li>License plate bracket to be mounted on the street side ramp so it faces the rear when the ramp is in the raised position.</li> </ol>	<p><u>Describe:</u></p> <p>1 _____ _____</p> <p>2 _____ _____ _____</p> <p>3 _____ _____ _____ _____</p> <p>4 _____ _____ _____ _____ _____ _____</p>

	5. The center portion between both ramps shall be utilized for the backhoe bucket to sit during transport. (See attached picture)	5 _____ _____ _____
Suspension	1. Leaf Spring Suspension as required for payload. 2. Tandem axles as required for payload. 3. To have oil bath lubrication with transparent sight inspection.	<u>Describe:</u> 1 _____ 2 _____ 3 _____ _____
Brakes	1. Minimum of 12.25-inch x 7.5-inch air brakes with standard air brake connections. 2. Air lines need to be 15 ft. long and coiled 3. ABS anti-lock brakes.	<u>Describe:</u> 1 _____ 2 _____ 3 _____ _____
Electrical	1. 12 volt LED trailer lights meeting D.O.T. requirements for 24 hour highway operation shall be provided. 2. 7 pin electrical connector for anti-lock brake systems shall be installed. 3. Electrical wiring shall be in a weatherproof housing. 4. Tail lights shall be LED and completely sealed and of the weatherproof type.	<u>Describe:</u> 1 _____ _____ 2 _____ _____ 3 _____ _____ 4 _____ _____
Tires and Wheels	1. Dual manufacturer's standard per axle side. 2. Wheels to be 6.5 x 17.5 (8-hole) or as required by manufacturer to meet GVWR rating. 3. Wheel Check indicators shall be installed on the lug nuts and be highly visible 4. Mounted spare tire and wheel.	<u>Describe:</u> 1 _____ 2 _____ _____ 3 _____ _____ 4 _____ _____

Landing Gear	<ol style="list-style-type: none"> <li>Qty. of two (2) two-speed, screw type jacks, one mounted on each side of tongue at bed area, positioned to allow both supports to operate simultaneously with one handle, load supporting with sand pads.</li> <li>Total capacity together to be a minimum of 40,000 lbs.</li> </ol>	<u>Describe:</u> 1 _____ _____ _____ _____ _____ _____ 2 _____ _____ _____
Color	<ol style="list-style-type: none"> <li>Manufacturer's standard white. All metal shall be cleaned of all mill scale and slag. Primer paint shall be applied prior to applying two coats of paint.</li> </ol>	<u>Describe:</u> 1 _____ _____ _____ _____ _____
Tongue	<ol style="list-style-type: none"> <li>A-frame style. Manufacturer's standard length, (<b>minimum of six feet</b>).</li> <li>35,000 pound (minimum) with 3" pintle eye hitch</li> <li>5 positions from 25" to 34"</li> <li>Holland Model DB 1385 or equal.</li> <li>The safety chains and hooks shall be ½ inch see attached specification sheet and pictures</li> <li><b><u>They also must be long enough to allow for extreme turning situations without running out of chain.</u></b></li> </ol>	<u>Describe:</u> 1 _____ _____ 2 _____ _____ 3 _____ 4 _____ _____ 5 _____ _____ 6 _____ _____ _____ _____ _____
Safety	<ol style="list-style-type: none"> <li>Trailer shall be equipped with all reflectors, lights and equipment as required by State of Oklahoma and federal laws governing highway safety.</li> </ol>	<u>Describe:</u> 1 _____ _____ _____ _____ _____
Additional items	<ol style="list-style-type: none"> <li>Fully undercoated.</li> <li>One (1) set of operator's manual.</li> <li>Two (2) sets of part manuals and service maintenance manuals. These may be on CD ROM.</li> </ol>	<u>Describe:</u> 1 _____ 2 _____ _____ 3 _____ _____ _____ _____



Warranty	Manufacturer's std. one year warranty on parts and materials.	<u>Describe:</u> <hr/> <hr/>
Ref: Water & Sewer, Trailer, 40,000 lb. 24ft. A Frame, FY 22		



SPECIFICATIONS FOR TRAILER SAFETY CHAINS  
CITY OF TULSA STANDARD #000085

TRAILER SAFETY CHAINS, AND HOOKS FOR TRAILERS; LINKS FOR TRUCKS: PRICES TO INCLUDE  
INSTALLATION.

(A.) CLASS I, II, and III (not to exceed 5,000 lbs)

Qty (2) 314A 1/4" HOOK )1225021)

WORKING LOAD LIMIT=4,500 LBS - UL=18,000 LBS

Qty (2) 1/4" CHAIN (ALLOY)

WORKING LOAD LIMIT=3,500 LBS - UL=14,000 LBS

Qty (2) 337 1/4" CONN. LINK

WORKING LOAD LIMIT=3,500 LBS - UL=14,000 LBS

(B.) CLASS IV (not to exceed 10,000 lbs)

Qty (2) 314A 3/8" HOOK

WORKING LOAD LIMIT=7,100 LBS - UL=28,400 LBS

Qty (2) 3/8" CHAIN (ALLOY)

WORKING LOAD LIMIT=7,100 LBS - UL=28,400 LBS

Qty (2) 337 3/8" CONN. LINK

WORKING LOAD LIMIT=6,600 LBS - UL=26,400 LBS

(C.) CLASS V (not to exceed 30,000 lbs)

Qty (2) 314A 1/2" HOOK

WORKING LOAD LIMIT=12,000 LBS - UL=48,000 LBS

Qty (2) 1/2" CHAIN (ALLOY)

WORKING LOAD LIMIT=12,000 LBS - UL=48,000 LBS

Qty (2) 337 1/2" CONN. LINK

WORKING LOAD LIMIT=11,250 LBS - UL=45,000 LBS

SLING LINKS FOR ATTACHING TRAILER SAFETY CHAINS TO REAR OF TRUCK:

(D.) CLASS I, II, and III (not to exceed 5,000 lbs)

Qty (2) S341 1/2" WELDLESS SLING LINKS

WORKING LOAD LIMIT=2,900 LBS - UL=17,400 LBS

(E.) CLASS IV (not to exceed 10,000 lbs)

Qty (2) S341 3/4" WELDLESS SLING LINKS

WORKING LOAD LIMIT=6,000 LBS - UL=36,000 LBS

(F.) CLASS V (not to exceed 30,000 lbs)

Qty (2) S341 1" WELDLESS SLING LINK

WORKING LOAD LIMIT=10,800 LBS - UL=64,800 LBS

Hook Detail

All hooks will be Crosby Grade 8 Alloy Steel Latching Clevis Hooks, (heat treated), which meets the new NACM and proposed ASTM and Euronorm Standards for Grade 8 Chain fittings. The hooks are anti-fouling due to carefully designed contours and are individually tested at 2 1/2 times the working load limit, with certification packed with each hook. These hooks are also fatigue rated. (Domestic Only, Crosby or Equal and Certificate of Compliance Required).

Chain Detail

All chain will be equal to Crosby Spectrum 8 Alloy Chain. Proof loaded at 2 1/2 times the Working Load Limit, and a minimum Ultimate Load of 4 times the Working Load Limit. Purchasing information, (Domestic Only, Crosby or Equal and Certificate of Compliance Required).

Connecting Link Detail

Crosby Lok-A-Loy Alloy Connecting Link. Quenched and Tempered are individually Proof Tested Forged Alloy Steel. The Ultimate Load is 4 times the Working Load Limit. Purchasing information, (Domestic Only, Crosby or Equal and Certificate of Compliance Required).

Weldless Sling Links

Crosby Forged Carbon Steel, Quenched and Tempered (If painted the paint must be removed before welding to trucks and trailers). Class I, II, III links are 1/2" in diameter with a steel strip for attaching the link. Links for Class I, II, and III are to be attached by means of a 1 1/2" wide by 6" long by 3/8" A36 steel strap welded to rear of vehicle (See attached City of Tulsa Std 000085). The strap is heated and formed over a 5/8" diameter round bar. Links for Class IV and V are to be attached by means of a 2 1/2" wide by 12" long by 3/8" A36 steel strap welded to rear of vehicle. The strap is heated and formed over a 5/8" diameter round bar. The Ultimate Load is 6 times the Working Load Limit. These links must be equal to the Crosby S341. Purchasing information (Domestic Only, Crosby or Equal and Certificate of Compliance Required).



## Trench Box Shields



**CITY OF TULSA STANDARD NO. 000085**

Appendix 701-A

Trailer Safety Chain Specifications by Part

Hook Detail

All hooks will be Crosby Grade 8 Alloy Steel Latching Clevis Hooks, (heat treated), which meets the new NACM and proposed ASTM and Euronorm Standards for Grade 8 Chain fittings. The hooks are anti-fouling due to carefully designed contours and are individually Proof Tested at 2 1/2 times the Working Load Limit, with certification, packed with each hook. These hooks are also fatigue rated. The Ultimate Load is 4 times the Working Load Limit. Crosby Part #S314A. (Domestic Only, Crosby or Equal and Certificate of Compliance Required).

Chain Detail

All Chain will be equal to Crosby Spectrum 8 Alloy Chain. Proof loaded a 2 1/2 times Working Load Limit, and a minimum Ultimate Load of 4 times the Working Load Limit. Purchasing information, (Domestic Only, Crosby or Equal and Certificate of Compliance Required).

Connecting Link Detail

Crosby Lok-A-Loy Alloy Connecting Link, Quenched and Tempered are individually Proof Tested Forged Alloy Steel. The Ultimate Load is 4 times the Working Load Limit. Purchasing information, (Domestic Only, Crosby or Equal and Certificate of Compliance Required).

Weldless Sling Links

Crosby Forged Carbon Steel, Quenched and Tempered. The Ultimate Load is 6 times the Working Load Limit. These links must be equal to the Crosby S341. Purchasing information (Domestic Only, Crosby or Equal and Certificate of Compliance Required).

Containment Unit for Weldless Links

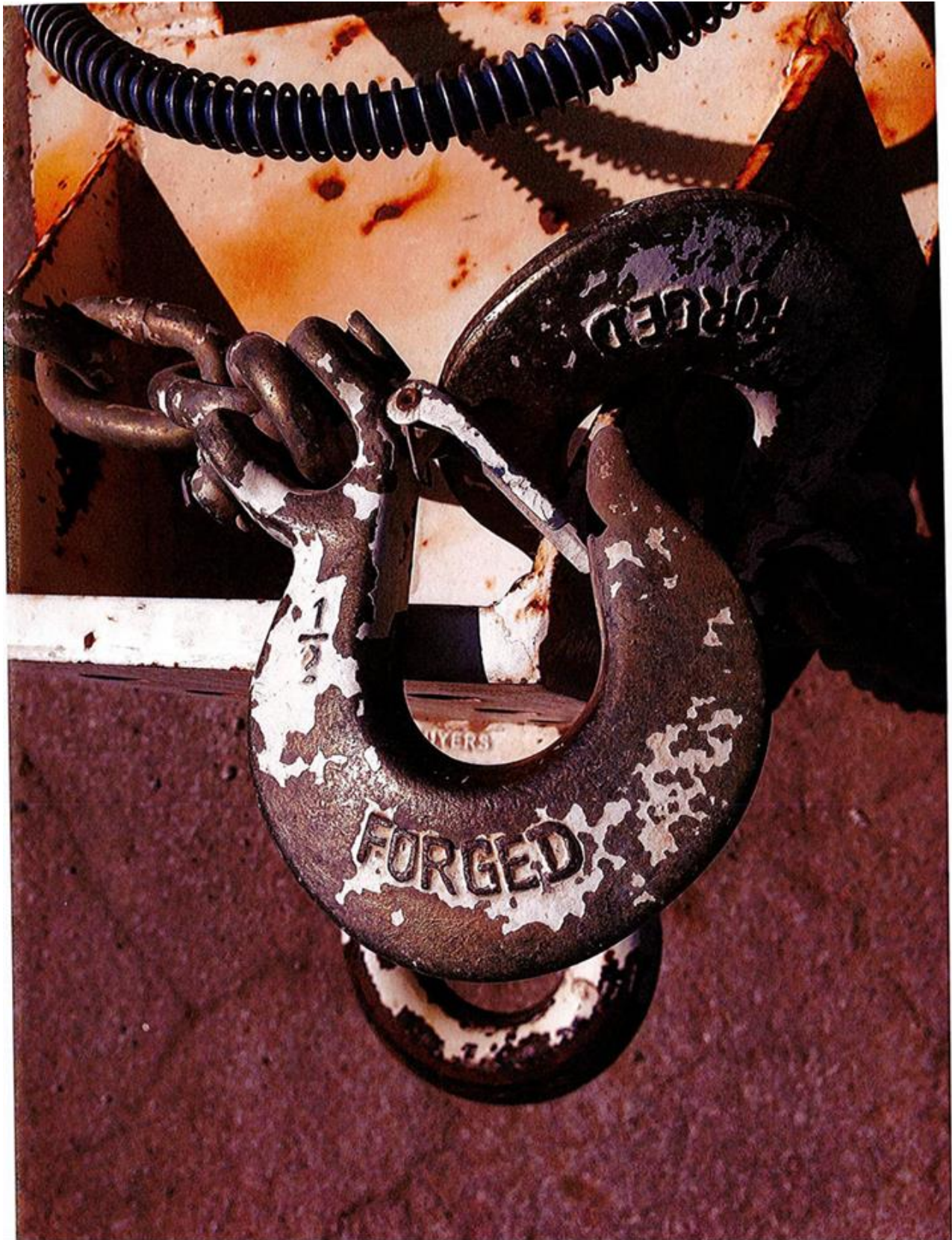
The steel strips which will be made in accordance with Attachment "I" will contain the Weldless Sling Links to the trailer and pulling vehicle.

Weldless Link Holding Device

The weldless link is 1 inch in diameter. A steel strip will be heated and formed over a 1-1/4 inch round bar. The steel strip will then be placed over weldless link and welded on all three sides up to where the steel strip fits over weldless link. The weld strength should be a minimum of 60,000 pounds per square inch. The steel strip dimensions will be : 3/8 inch thick, 8 inches long and 2-1/2 inches wide and should be Grade: A36 material.







### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City of Tulsa, interested Bidders should register as a Bidder with the City. To register, interested Bidders should email a completed "Registration Form" to Purchasing at [purchasing@cityoftulsa.org](mailto:purchasing@cityoftulsa.org). You can find necessary forms and instructions for registration at the following Website ([linked here](#)).

2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

***Attendance Requirement***

- ☐ Attendance at the Pre-Bid Conference (in-person or virtual) is required to submit a Bid.
- ☐ Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your bid response, You may have questions or points of clarification around this solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the Assigned Buyer (listed on the first page) and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.

4. **Issuing of Addenda**: The City of Tulsa may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City of Tulsa Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments and including it with Your Information for Bid. City may reject any Bid that fails to acknowledge any Addenda or Amendments.

5. **Bid Submission**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Document Checklist to ensure your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy also required.

**Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:**

**City Clerk's Office  
175 East 2<sup>nd</sup> 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**.

6. **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 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. They will also be aired online: the Assigned Buyer will share the link to Bidders via email.



#### IV. BID EVALUATION AND AWARD

1. **Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected are as set forth in [the City's Purchasing Ordinance](#) and include, but are not limited to the following:
  - A submitted Invitation for Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
  - The Bid does not meet specifications and requirements in some material way;
  - The Bidder holds outstanding debt to the City;
  - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

3. **Bid Award Recommendation and Appeal**: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed. If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award should also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

The City will make available on the City's Purchasing Website a summary of bids received generally within 5 working days after the Bid Opening Date. After a Bid 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. All Bid awards are subject to Acceptance by the City.

## V. BID PROCESSING AND PAYMENT

1. **Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative. Often a purchase order receipt will serve as notice to proceed.

Bidder understands and acknowledges that the offer submitted as the 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. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this Invitation for Bid will govern the transaction and be enforceable by the City and Bidder.

3. **Payments:** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

[apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org)

Payment will be made net 30 Days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

4. **Insurance:**

No Insurance is required for this Invitation for Bid.

5. **Bonding:**

No Bid or Performance Bond is Needed.

6. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:

Yes: ☐ No: ☒

7. **References:** If the box is checked "Yes," References are **required:**

Yes: ☒ No: ☐ If yes, number of references required: 2

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the Supplies or Services that were provided by the Bidder.



If requested on page 9 of the IFB, please fill out the below table accordingly.

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

## BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City of Tulsa and Seller.

Bidder's Legal Company Name: \_\_\_\_\_

BIDDER CHECKLIST	
RESPONDENT DOCUMENTS	INCLUDED?
Notice of Invitation for Bid (Sections I-V, all preceding pages)	
Bidder Information Sheet	
Specifications – Completely Filled Out	
References (if applicable)	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	
Acknowledgment of Receipt of Addenda/Amendments <i>Must be completed and signed by Authorized Agent.</i>	
Delivery and Pricing	

## BIDDER INFORMATION SHEET

**Bidder's Legal Name:** \_\_\_\_\_  
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

**State of Organization:** \_\_\_\_\_

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

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

**Bidder's Address:** \_\_\_\_\_  
Street City State Zip Code

**Bidder's Website Address:** \_\_\_\_\_

**Sales Contact:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact for Legal Notice:**

Name: \_\_\_\_\_

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**How did you learn about this business opportunity with the City of Tulsa?**

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: Click or tap here to enter text.

**AFFIDAVIT**  
**NON-COLLUSION, INTEREST, AND CLAIMANT**

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ )ss.

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 proposal 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 respond at a fixed price or to refrain from responding,
  - 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.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business which is less than a controlling interest, either direct or indirect.  
\_\_\_\_\_
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: \_\_\_\_\_  
Signature  
Title: \_\_\_\_\_

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

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_  
Notary Commission Number: \_\_\_\_\_

**The Affidavit must be signed by an Authorized Agent and  
notarized**

## PURCHASE AGREEMENT

(Page 1 of 5)

**INSTRUCTIONS:** Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> 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 DBA) (the "Seller").

**WITNESSETH:**

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

**IFB22-931 40K GVW Backhoe Trailers**

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

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

1. **Definitions.**

- a. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- b. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- c. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- d. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- e. **"Bid Opening Date"** means the date the Bid is opened by the City.
- f. **"City"** means the City of Tulsa, Oklahoma.
- g. **"Days"** means calendar days unless otherwise specified.
- h. **"Invitation for Bid" or "IFB"** consists of the following documents: Notice of Invitation for Bid (Sections I-V, all preceding pages), Bidder Information Sheet, References, Specifications, Affidavit(s), Acknowledgment of Receipt of Addenda/Amendments, Delivery and Pricing
- i. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- j. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- k. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the primary Seller is unable to provide all the Supplies and/or Services.
- l. **"Seller"** means the Bidder whose Bid City Accepts.
- m. **"Specifications"** means the technical and/or performance requirements for the Supply or Service.
- n. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- o. **"Website"** means the City of Tulsa's website for the Purchasing Division: [www.cityoftulspurchasing.org](http://www.cityoftulspurchasing.org)

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies 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.

4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this

## PURCHASE AGREEMENT

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Agreement up to 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. City's continuing purchase of the Supplies 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 1<sup>st</sup> to June 30<sup>th</sup>) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with a Supply, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Seller Bears Risk.** Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **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. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
11. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, 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.
12. **No 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 Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
13. **No Insurance by City.** If City is leasing Supplies 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.).
14. **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 this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
15. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply, 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 its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is

## PURCHASE AGREEMENT

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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](http://www.dhs.gov/E-Verify).

16. **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 City terminates this Agreement, City shall be liable only for payment for Supplies 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.
17. **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.
18. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller 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, Seller shall maintain the records 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.
19. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:
- |                 |  |
|-----------------|--|
| i. To Seller:   | Contact for Legal Notice as specified on the Bidder Information Sheet.                                     |
| To CITY:        | City Clerk<br>CITY OF TULSA, OKLAHOMA<br>175 E. 2 <sup>nd</sup> Street, Suite 260<br>Tulsa, Oklahoma 74103 |
| With a copy to: | Tulsa Purchasing Division<br>175 E. 2 <sup>nd</sup> Street, 15 <sup>th</sup> Floor<br>Tulsa, OK 74103      |
20. **Relationship of Parties.** The Seller is and shall always remain 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 will be deemed to be employees of the City for any purpose whatsoever, and none will 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 will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will 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.
21. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
22. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
23. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
24. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
25. **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.
26. **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

## PURCHASE AGREEMENT

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arbitration of any disputes.

27. **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.
28. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any statement of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
29. **Amendment/No Assignment.** The 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 Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
30. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
31. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 30.1 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;
- 30.2 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;
- 30.3 Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 30.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 30.5 All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
32. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
33. **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.

## PURCHASE AGREEMENT

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**IMPORTANT NOTE:** This document must be signed by Authorized Agent 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: \_\_\_\_\_

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

ATTEST:

By: \_\_\_\_\_

Mayor

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

**APPROVED:**

\_\_\_\_\_  
Assistant City Attorney

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**



**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 Invitation For Bid 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: \_\_\_\_\_

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

**EXHIBIT A – DELIVERY AND PRICING**

**Delivery:** If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: \_\_\_\_\_

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

**Pricing:****(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)**

The City does not guarantee any specific quantity or number of purchases, if any, that will be made during the agreement period.

Item	Description	Estimate Annual QTY	Unit Cost	Extended Cost
1	40,000 lb., 24-foot deck backhoe trailer	4 or more	\$	\$
<b>TOTAL COST NOT TO EXCEED:</b> (All costs must be included or your Bid will be disqualified )		\$ _____		

Bidder's Company Name: \_\_\_\_\_

Authorized Signature Here ► \_\_\_\_\_

Printed Name: \_\_\_\_\_

**RETURN THIS ENTIRE BID PACKET**

**THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK**

## PACKING LABEL

**FROM: [Name]**

[Your company name]

[Street Address]

[City, State, Zip Code]

**City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 7410

**Bidder Submission For:**

BID# [insert bid number here]

BID DESCRIPTION: [insert bid description here]

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.