

# Invitation for Bid (IFB)

## TAC818E

**Supplies or Service Requested:** Biosolids Hauling

**Department:** Water and Sewer Department

**NIGP Commodity Code(s):**

958-12, 968-73, 962-39, 913-91

### Solicitation Schedule

EVENT	DATE
IFB Issue Date	1/14/2022
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>	1/31/2022 <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>	2/9/2022

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 **TAC818E** 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.

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The City of Tulsa is seeking to secure a qualified firm to handle the Biosolid Hauling for the Water and Sewer Department.

### 2. Award of Bid

The City intends to award a one-year contract. The City may offer the Seller the opportunity for (4) additional one-year terms. 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 included in this IFB.

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 – TAC (including Sections I-V) must be submitted.**

Capitalized terms used in this IFB-TAC 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**

The intent of these specifications is to secure sealed bids for the supply of services for **Hauling Biosolids** on an annual basis for the City of Tulsa, Oklahoma.

All submissions must meet or exceed technical specification contained in this document.

### **1.0 GENERAL:**

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

### **1.1 INTRODUCTION:**

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

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

### **1.2 BIOSOLIDS QUALITY AND CHARACTERISTICS:**

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

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

### **1.3 DESCRIPTION OF BID ITEM:**

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

**1.3.1.2** The Seller(s) agrees to load biosolids stored within the storage beds at the Southside Wastewater Dewatering Facility with a percent total solid of less than 10 percent,

transport and unload the biosolids at a location 35 miles round trip or less per these specifications. Bid is unit price per cubic yard. The Dewatering Facility is located approximately one-half mile east of 71<sup>st</sup> Street and Elwood Avenue. This shall be a separate bid item from 1.3.1.1.

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

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

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

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

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

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

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

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

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

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

**1.3.6** Payment shall be made at the unit price per cubic yard of material removed from the storage location to the extent given in these specifications. The quantities stated in Exhibit A are estimates to be used for bidding purposes only. The actual pay quantity will be based upon the volume of material contained in each storage location as determined by measurements made just prior to commencing work under this agreement. These measurements shall be made by City and Seller(s) crews, with all computations of pay quantity volumes performed by the City. All notes and computations will be furnished to the

Seller(s). The City and the Seller(s) must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work on each storage location. No reimbursement shall be made for any biosolids removed beyond the mutually agreed upon volume.

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

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

#### **1.4 BIOSOLIDS TRANSPORTATION:**

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

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

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

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

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

**1.4.6** Authorized hauling time is Monday through Thursday from 6:00 am to 4:30 pm to allow same day application of biosolids at the site(s). Friday and/or Saturday operation may be commenced from 6:00 am to 4:30 pm, normal working hours upon request of the City with 48 hours notification.

**1.4.7** Hauling operations will be suspended during periods of inclement weather, as

determined by the City. Furthermore, in case of inclement weather, the City will notify the Seller(s) when biosolids hauling operations may resume.

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

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

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

## **1.5 AGREEMENT COOPERATION:**

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

## **1.6 SELLER(S) CONDUCT:**

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

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

**1.6.3** It is understood and agreed by the Seller(s) and the City that the phrase “to the Satisfaction of the City”, above shall not be construed to imply that the City has any authority

for supervision of Seller(s) forces, operations or methods of operation.

## **1.7. SECURITY**

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

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

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

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

**1.7.5** Seller(s) and City acknowledge that Seller(s) shall not solely be responsible for all secured access to the site, that City personnel will have access and will be performing their regular duties pertaining to the operation and maintenance of the site facilities, and that security at the site shall require the cooperation of all persons authorized to access the site for the performance of their work. To the extent the Seller(s) is responsible for and has control of secured access, Seller(s) shall restrict site access to only persons essential to the performance or inspection of the work being performed under this Agreement.

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

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

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

## **1.8 UNDERTAKING BY THE CITY**

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

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



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

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

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

## **1.9 TERMINATION BY CITY**

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

## **1.10 PERMITS**

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

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

## **1.11 LAWS, ORDINANCES AND REGULATIONS**

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



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

## **1.12 CONFORMANCE TO SLUDGE MANAGEMENT PERMIT AND INDIVIDUAL SITE-SPECIFIC PLAN**

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

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

## **1.13 SPILL PREVENTION AND CONTROL PLAN**

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

### **A. Spill Prevention**

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

### **B. Spill Control**

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

immediately:

1. HALT SOURCE of spill; i.e. rupture line or valve or damaged truck unit.
2. HALT ALL HAULING OPERATIONS to allow all manpower and resources to be readily available to assist in the clean-up of spill. Hauling operations will not resume without prior approval of the City.
3. CONTAIN SPILL: Use straw bales or similar containment material to form a barrier. Straw bales shall be kept at the project site for such purposes.
4. CLEAN-UP: Employ loader equipment to remove as much spilled material as possible. Complete clean up with hand tools as necessary and dispose of in an approved manner.
5. FINAL CLEAN-UP: Flush roadways with water as necessary to clean. Allow drying and incorporating if spill occurs on a non-paved and tillable area. In the event a spill occurs on private property, final clean up should be completed immediately to the satisfaction of the owner.
6. REPORTING: As soon as possible after the spill notify the City of Tulsa Water Pollution Control office at (918) 596-9870 and the respective County Department of Environmental Quality. Within twenty-four (24) hours of the spill a written report detailing how the spill occurred and all action taken shall be sent to the City and respective County Department of Environmental Quality offices.
7. MANAGEMENT: of clean-up efforts. The seller's project manager shall take immediate charge and initiate clean-up activities. Seller(s) labor shall be used. Additional labor shall be requested from the City as needed. The Project Manager shall also communicate with the public on the scene, answering questions and advising of clean-up activities. For the purpose of clarification, the "Project Manager" shall be the "on-site Supervisor" assigned by the Seller(s).

#### **1.14 SAFETY**

- 1.14.1** Seller(s) shall be responsible for performing all work under this agreement in a safe manner and in compliance with all applicable local, state, and federal safety and health regulations.
- 1.14.2** Seller(s) shall submit a site safety plan prior to start of work. Seller(s) attention is directed to safety regulations applicable to the work under this agreement.
- 1.14.3** Fire Prevention and Protection: The Seller(s) shall take all necessary measures to prevent fire and shall provide satisfactory firefighting means at the location of work.
- 1.14.4** Condition of Equipment and Materials: All equipment, tools, and appliances, and materials used in connection with the project shall be handled and operated only when they are in safe operating condition and in accordance with a standard safety procedure.

#### **1.15 SITE DAMAGE BY SELLER(S)**

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

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

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

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

## **1.16 PROTECTION OF PROPERTY**

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

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

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

**1.16.4** At places where the Seller(s) operations are adjacent to, or crossing, the plane of railway, telegraph, telephone, electric, and gas lines, or water lines, sanitary sewers, and storm sewers, damage to which might result in expense, loss or inconvenience, work shall not be commenced until all arrangements necessary for the protection thereof have been made. Seller(s) shall notify the Notification Center of Oklahoma One-Call System, Inc., of any excavation or demolition prior to the commencement of such work. Notification shall be made no sooner than (10) days nor later than forty-eight (48) hours prior to start of work, excluding Saturdays, Sundays, and legal holidays.

**1.16.5** The City has attempted to locate all storm sewers, culverts, buried telephone or

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

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

## **1.17 PROTECTION OF MATERIALS**

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

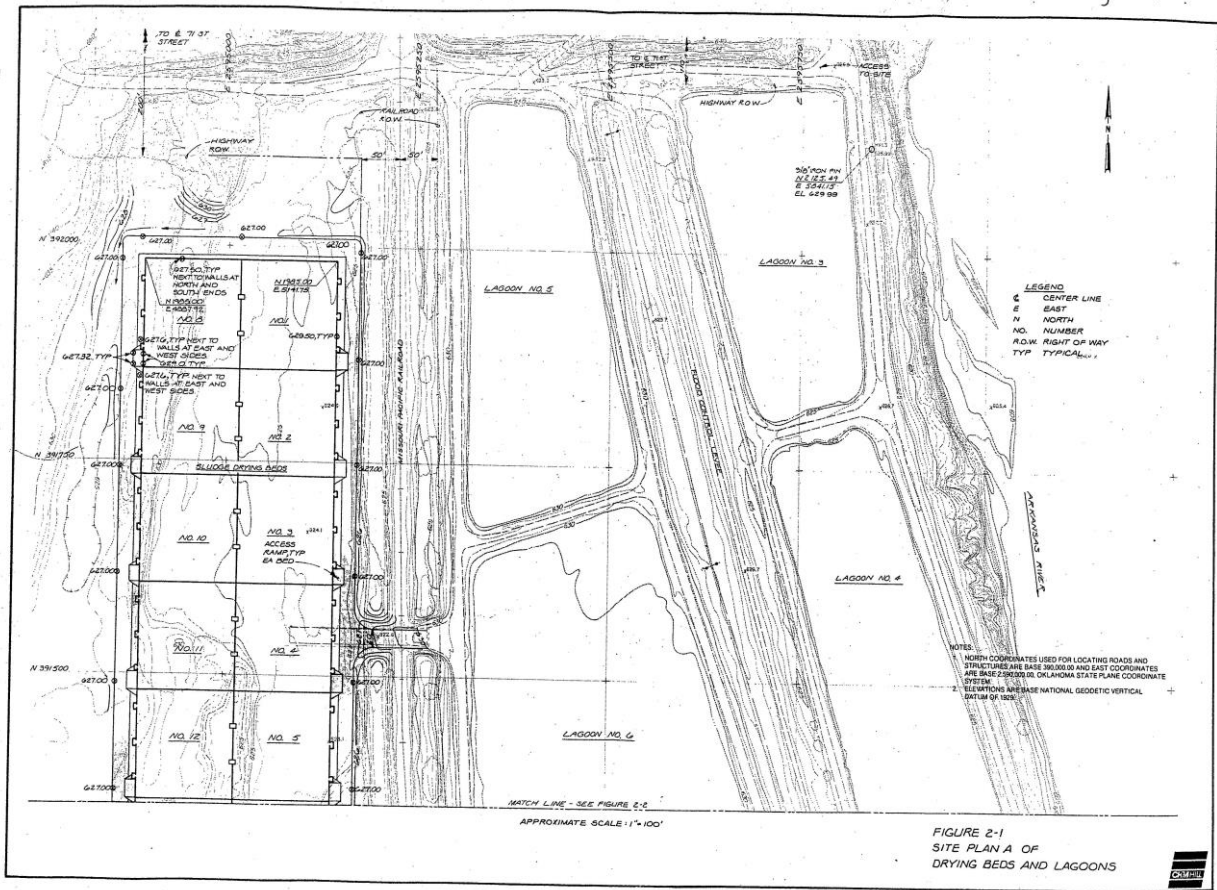
## **1.18 CLEAN-UP**

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

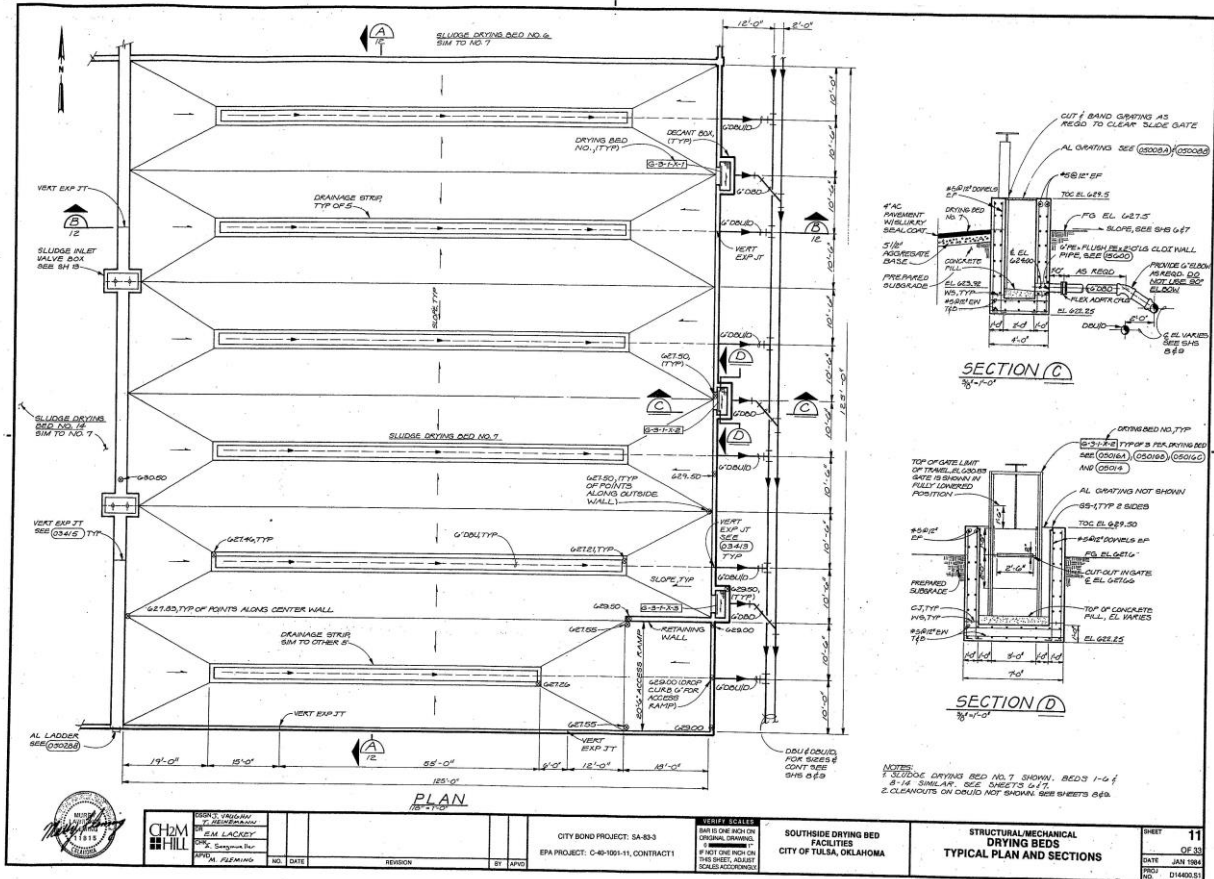
## **1.19 REMOVAL OF EQUIPMENT**

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

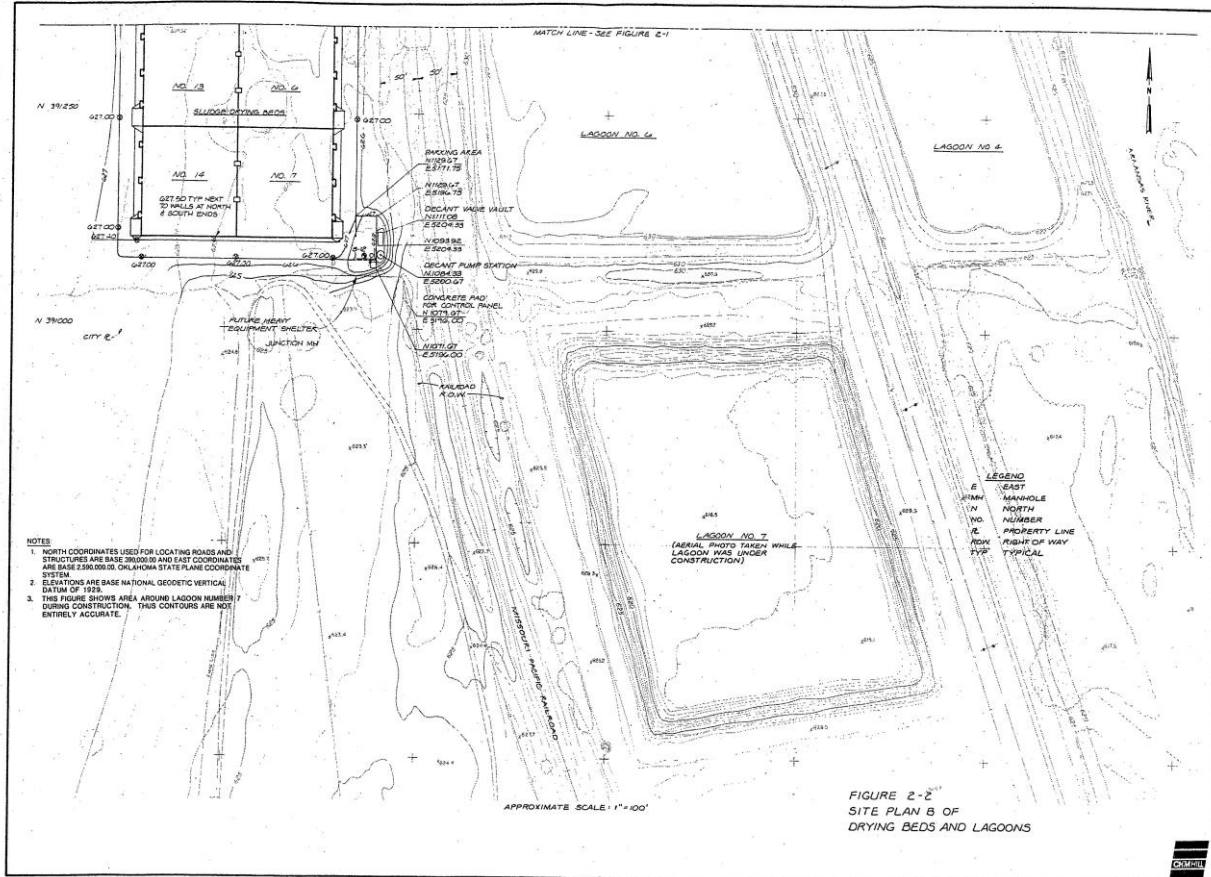
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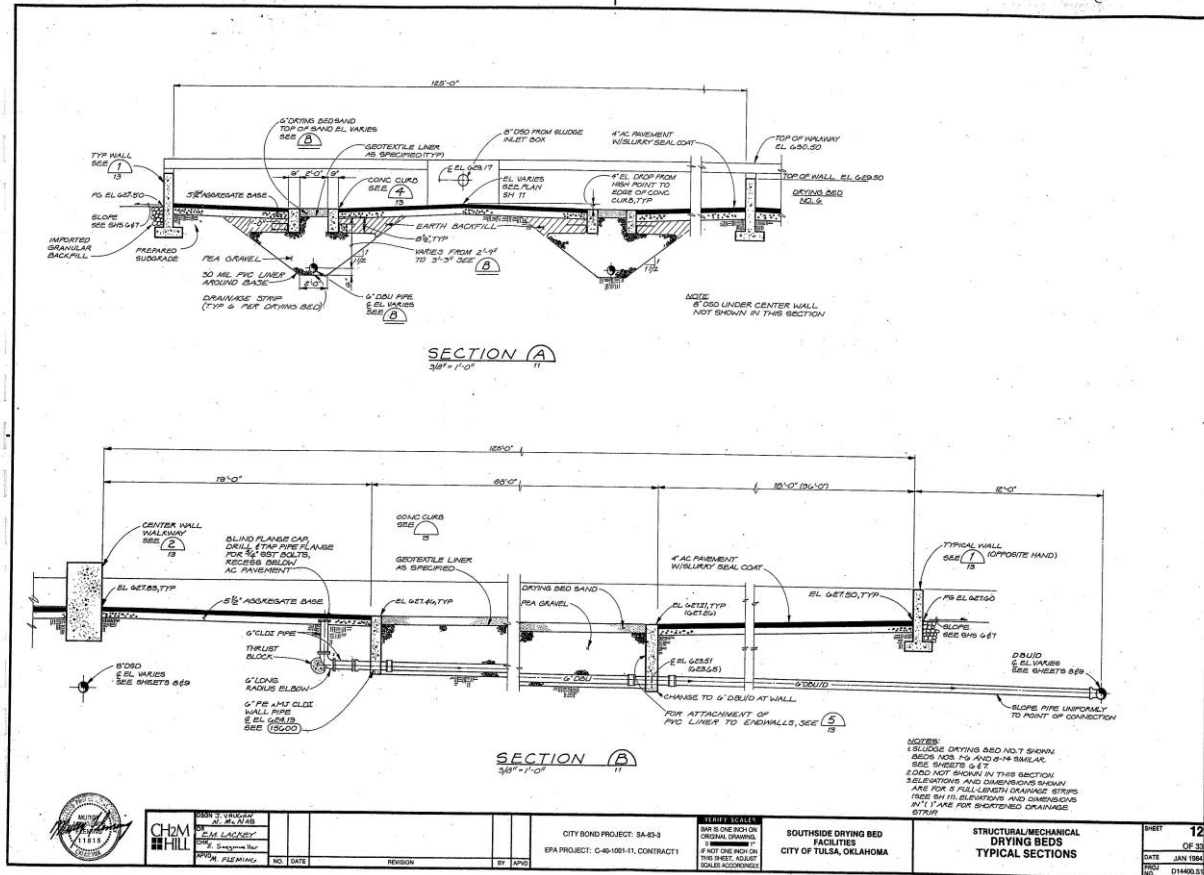














**Southside Biosolids Storage Payable Volume Form****DATE:** \_\_\_\_\_**PROJECT:** TAC # \_\_\_\_\_**DESCRIPTION:** Biosolids Hauling**LOCATION:** Southside Biosolids Storage Beds**CONTRACTOR:** \_\_\_\_\_**CITY** \_\_\_\_\_**REPRESENTATIVE:** \_\_\_\_\_**CONTRACTOR** \_\_\_\_\_**REPRESENTATIVE:** \_\_\_\_\_**STORAGE BED** \_\_\_\_\_**NUMBER:** \_\_\_\_\_

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

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

**AVERAGE BIOSOLIDS  
HEIGHT (FT.)** \_\_\_\_\_

BIOSOLIDS HEIGHT, FT. \_\_\_\_\_ X 125 FT. (WIDTH) X \_\_\_\_\_ FT. (LENGTH)

= \_\_\_\_\_ CUBIC FEET X 0.03704 CUBIC FEET / CUBIC YARD

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

= \$ \_\_\_\_\_ PAY AMOUNT

**REMARKS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**WITNESS:**\_\_\_\_\_  
for the City of Tulsa

18

\_\_\_\_\_  
for the Contractor

## QUESTIONS FROM VENDORS ON PREVIOUS IFB TAC 818D

What does the City of Tulsa currently haul the material in?

We use Rockmaster Half Round End Dump Trailers

They mention that the solids in the drying beds range from 10% to 15%. Does this need to be a dual hauling process of liquid and cake or can the material that is less than 15% remain in the drying beds until it reaches % solids to haul in trailers without leaking?

The biosolids will not be allowed to stay in the bed until it reaches a higher % solids. The material needs to be hauled as is in order to be land applied by City staff as a solid material. No water can be added to the material.

Also states "minimum of 50% biosolids to be hauled by 11am. How do they determine what quantity 50% biosolids are for the day?

1.3.2.a states the minimum rate per day to be loaded, transported and unloaded. If you are only going to haul the minimum, then you would need to have 450 yd3 hauled by 11am.

"dedicated Rod man" Can this also be a dedicated driver/operator?

Yes

Do the drying beds have runners in them? If so what is the width of the runners and the height of roof or covering?

See Drawing Sheet 11, Beds 1-6 and 8-13 have six drying strips that are 2 foot wide. See Drawing Sheet 14 for the drain system in the front of the beds for drying beds 7 and 14. Beds 7 and 14 are the only covered beds. The covering is 33'3" at the front and inclines to 48'2" at the back of the bed.

If material is unable to be hauled and spread due to weather how many days of storage do they have in the drying beds?

The biosolids will stay in the same drying bed until weather permits land application.

Is there onsite storage for material to be removed from the drying beds if there is an extended period of rainy weather?

The biosolids will stay in the same drying bed until weather permits land application.

What is the current pricing for this work?

TAC 818D bid summary can be found on the City of Tulsa website by searching 818D.

### 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. The bid will be awarded to the bidder who provides pricing for all the items in Section 1 on the Delivery and Pricing Form and has the lowest total extended cost. Any requested annual price increases will be figured into pricing for the bid award.
2. **Bidder Qualifications:** Bids will be accepted only from local full service automotive warehouses with a complete line of the products specified. The bidder should be an “authorized distributor” for all items offered at time of bid opening. And bidder must be able to transact business utilizing the City of Tulsa’s purchasing card.  
**Secondary or Back-up Source:** The City reserves the right to enter into contract with the second low bidder to be used as a secondary or back-up source. This source would be used only in the event of the failure of the primary source(s) ability to supply the needs of the City, within an acceptable time frame. The bidder will make a concerted effort to meet the City’s needs on a daily basis. The bidder will give the City as much advance notice as possible whenever they are unable to supply the materials required.
3. **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.

4. **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:**

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

**Seller's insurer must be authorized to transact business in the State of Oklahoma.**

Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. 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

Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

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:	_____

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## 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	
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 (Exhibit A)	

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## 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 \_\_\_\_\_ )  
 )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 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:

**TAC 818E Biosolids Hauling**

(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

(Page 2 of 5)

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

(Page 3 of 5)

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  
CITY OF TULSA, OKLAHOMA  
175 E. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103

With a copy to: Donny Tiemann, Senior Buyer  
Tulsa Purchasing Division  
175 E. 2<sup>nd</sup> Street, 15<sup>th</sup> Floor  
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

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## 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).

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**Sign Here ►**

Printed Name:

Title:

Date:

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**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	ESTIMATED ANNUAL QTY	UNIT COST	EXTENDED COST
1.3.1.1	THE CONTRACTOR AGREES TO LOAD BIOSOLIDS STORED WITHIN THE STORAGE BEDS AT THE SOUTHSIDE WASTEWATER DEWATERING FACILITY, WITH A PERCENT TOTAL SOLIDS GREATER THAN 10%, TRANSPORT AND UNLOAD THE BIOSOLIDS AT A LOCATION 35 MILES ROUND TRIP OR LESS PER THESE SPECIFICATIONS. <b>BID IS UNIT PRICE PER CUBIC YARD.</b>	4,800 YD <sup>3</sup>		
1.3.1.2	THE CONTRACTOR AGREES TO LOAD BIOSOLIDS STORED WITHIN THE STORAGE BEDS AT THE SOUTHSIDE WASTEWATER DEWATERING FACILITY WITH A PERCENT TOTAL SOLIDS OF LESS THAN 10 PERCENT, TRANSPORT AND UNLOAD THE BIOSOLIDS AT A LOCATION 35 MILES ROUND TRIP OR LESS PER THESE SPECIFICATIONS. <b>BID IS UNIT PRICE PER CUBIC YARD.</b> THE DEWATERING FACILITY IS LOCATED APPROXIMATELY ONE-HALF MILE EAST OF 71 <sup>ST</sup> STREET AND ELWOOD AVENUE.	1,200 YD <sup>3</sup>		
1.3.2.1	COST PER MILE FOR EACH 30 CUBIC YARDS HAULED FROM SOUTHSIDE WASTEWATER DEWATERING FACILITY FURTHER THAN 35 MILES ROUND TRIP PER THESE SPECIFICATIONS. <b>BID IS UNIT PRICE PER 30 CUBIC YARDS PER MILE.</b>	1,000 MILES		
<b>TOTAL COST NOT TO EXCEED: (ALL COSTS MUST BE INCLUDED OR YOUR BID WILL BE DISQUALIFIED)</b>		<b>\$ _____</b>		

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

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1\*\* (web link below) from the prior year or the following fixed percentage:  
\_\_\_\_\_ %.
- b. The City is notified, in writing (mail or email), no later than 30 Days before the initial agreement period or any renewal period ends. Failure to notify City may result in City denying any price increases.

\*Any price increase You choose will be included in the evaluation of Your Bid. If You choose the CPI-U, the annual increase used for Bid evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

\*\*Web Link: <https://www.bls.gov/news.release/cpi.t01.htm>

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## 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.