

# Invitation for Bid (IFB)

TAC 1052C

**Supplies or Service Requested:** Filter Sand Media & Removal / Disposal Services

Water and Sewer Department

NIGP Commodity Code(s):

885-08; 890-24; 968-96

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	04/29/2022
Pre-Bid Conference or Webinar <i>Location   Zoom/Teams link</i>	No Pre-Bid Conference
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	05/09/2022 <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>	05/18/2022

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 **TAC 1052C** on the subject line.

### Submit Bids (sealed) to:

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

*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. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



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

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The City of Tulsa is seeking a source for Filter Sand Media and Removal / Disposal Services as needed by the Water and Sewer Department.

### 2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for four (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.

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**

To obtain a source to supply **Filter Sand Media** for use as a filter medium the City of Tulsa's A. B. Jewell and Mohawk Water Treatment Plant (WTP) in the treatment of potable water. This bid must include the removal and proper disposal of spent sand, selection, purchase, and placement of new sand in designated filters.

### **Seller Qualifications**

### **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**

### **POINTS OF DELIVERY:**

Deliver to the specific Water Treatment Plant in Tulsa, Oklahoma that submits the order:

- A.B. Jewell Water Treatment Plant - 18707 E. 21<sup>st</sup> Street Tulsa, OK 74134
- Mohawk Water Treatment Plant - 3600 E. Mohawk Blvd., Tulsa, OK 74115

### **METHOD OF DELIVERY:**

1. Filter Sand Media shall be delivered in bulk as shown in the quantities section of these specifications. **Unloading and placing of filter sand media into filter beds shall be the responsibility of the Seller. The unloader shall wear sufficient Personal Protective Equipment (PPE) during the entire unloading process.** For safety reasons, a plant operator will be present during delivery.
2. Filter sand media shall be delivered by bulk trailers. Trailers shall have tight closures to avoid loss and contamination of the material in transit. The interior of the trailers shall be clean and free from dirt, corrosion-scale, and other sources of contamination. Trailers shall be constructed to handle the shipment of NSF-certified filter sand media. The trailer and hoses will be inspected at the time of delivery for potential contamination. If any contamination of any equipment is observed, the load will be rejected.
3. Shipments shall be made in trailers that are dedicated to the delivery of filter sand media. The Seller shall furnish to the City a current written list of all dedicated trailers prior to any shipment. Bulk shipments made in trailers not on the current list of dedicated delivery trailers shall be rejected and returned to the Seller at no charge to the City of Tulsa.
4. Transport of the filter sand media shall be directly from the manufacturing plant to the point of delivery.

5. The bulk shipments must be compartmentalized so that each compartment fills no more than one filter cell. Representative media samples for analysis must be obtained at the point of production or loading.
6. Water Treatment Plant Operations staff will backwash filter sand media after the installation of each load. After backwash, if specified depth is not met, Seller shall provide and install additional filter sand media at no additional cost to the City.
7. **All shipments shall be accompanied by the following:**
  - a. Shipping Manifest/Bill of Lading
  - b. Affidavit of Compliance (including sieve analysis)
  - c. Safety Data Sheet (SDS)
  - d. Weighmaster's Certificate of Weight and Measure. **The City will make payment only on weights obtained from certified scales at acceptable locations as listed in the following paragraphs:**
    - i. Bulk shipments to A.B. Jewell shall be weighed before and after offloading at a certified scale located no more than 30 miles from the A.B. Jewell facility. The same certified scale shall be used for before and after offloading weights. See "A.B. Jewell Weighing Procedure."
      1. Construction project for installation of A.B. Jewell certified truck scale begins in Fall 2022 and should be completed during the life of this executed agreement and any possible renewals of same. This will be the primary scale for weighing A.B. Jewell bulk shipments once this scale is operational, and the "A.B. Jewell Weighing Procedure" will be obsolete. Any specific directions for using this scale will be provided onsite.
    - ii. Bulk shipments to **Mohawk** will be weighed on the onsite plant scales before and after offloading. Trucks must sit on the Mohawk scales for up to 15 minutes prior to obtaining a weight ticket.
8. **A.B. Jewell Weighing Procedure**
  - a. The driver of the shipment must first weigh the truck (loaded, or "heavy" weight) and obtain a weigh ticket at a certified scale located no more than 30 miles from the A.B. Jewell facility.
  - b. The driver delivers and unloads the shipment at A.B. Jewell.
  - c. The driver returns to the scale where the loaded or "heavy" weight was taken.
  - d. The empty, or "light" weight is taken, and the weigh ticket is updated.
  - e. Driver, or Seller, emails weigh ticket to A.B. Jewell: [ABJChemDel@cityoftulsa.org](mailto:ABJChemDel@cityoftulsa.org)

**FILTER SAND REPLACEMENT PROCEDURES:**

1. The filter sand media replacement installation shall be under the direct supervision of the Seller's full-time, permanent employee, having a minimum of five years of experience in performing filter media replacement. Supervision by a third party or agent is not allowed.
2. Bidder shall submit a list of all full-time, permanent supervisors under the direct employment of Bidder that will supervise filter media replacement during the life of this contract. The list shall include supervisors' qualifications, years of experience, and work location.
3. The City of Tulsa retains the right of approval and reasonable rejection of staff assigned to the work by the Seller. If the City reasonably rejects staff, the Seller must provide replacement staff satisfactory to the City in a timely manner and at no additional cost to the City. The supervision and control of Seller's employees is the sole responsibility of the Seller.

4. After Seller has removed existing sand in each filter, City personnel shall inspect the filter underdrains. If repairs to the underdrains are deemed necessary, the Plant Superintendent shall notify the Seller in writing. Seller shall delay installation of new filter sand until Plant Superintendent provides written confirmation to commence installation.
5. The filter sand media shall be transported, delivered and placed in a careful manner to prevent dispersal of dust, dirt or deleterious material and to prevent contamination.
6. After delivery to the site, the City of Tulsa may take random test samples of the filter sand media and have sieve analyses performed on each sample by a laboratory selected by the City of Tulsa. Failure of the samples to meet any of the above specifications shall be cause for filter sand media rejection, and the Seller shall remove rejected filter sand media from the site and provide replacement filter sand media that meets all specifications at no additional cost to the City of Tulsa.
7. The Seller shall be responsible for all site preparations, cleaning, and restoration to the City of Tulsa's satisfaction at the contractor's sole expense.
8. If filter sand media does not perform to this specification after installation, removal of substandard filter sand media shall be at Seller's expense.

**FINAL CLEANING:**

At completion of the work, the site and adjacent areas affected during the sand replacement shall be cleaned by the Seller to a condition satisfactory to the respective Plant Superintendent or Operations Supervisor. The following activities may be required:

- Remove sand and other foreign material from exposed surfaces.
- Prevent the discharge of sand into storm drains.
- Broom clean exterior paved driveways and parking areas.
- Repair, patch, and touch up marred surfaces to specified finish and match adjacent surfaces.

**SECURITY:**

1. All trucks must be sealed with security tags marked by the manufacturer with unique serial numbers. Security tags must be placed on all access points to the chemical being transported to verify no tampering occurred during transit.
2. The Bill of Lading that accompanies the shipment must contain the identical order number unique for each load, truck and trailer numbers, and security tag information.
3. Before the truck leaves the terminal, the Seller shall notify the appropriate plant that the delivery is en route by emailing the completed Delivery Confirmation Form (found at the end of this specification). The following information must be provided on the form and verified by City personnel prior to making connections to unload product:
  - a. The name of the driver making the delivery, so that City of Tulsa personnel can match with the driver's photo ID upon arrival
  - b. The unique serial numbers associated with all security tags
  - c. The tractor, tanker and/or trailer number used in the delivery
  - d. The Bill of Lading number unique to the load being delivered

Discrepancies in any of these procedures could result in the delay of the unloading of chemicals until discrepancies are satisfactorily resolved or could result in the entire load refused at no cost to the City. Unloading delays due to a discrepancy shall be charged to the Seller.

**TIME OF DELIVERY:**

Deliveries shall be within five (5) calendar days after receipt of orders at such intervals as indicated by the respective Plant Superintendent or Operations Supervisor. Deliveries shall be made between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday unless otherwise approved in advance by the respective Plant Superintendent or Operations Supervisor. All deliveries shall be made during specified times, unless otherwise approved in advance by the respective Plant Superintendent or Operations Supervisor **Note: Deliveries will not be accepted on City-recognized holidays. A list of the holidays is available upon request.**

**SPILLS:**

In addition to the section labeled “Final Cleaning”, if during delivery and unloading the Seller causes chemicals to be spilled or otherwise improperly discharged from storage vessels, piping, hoses, and connections, the Seller shall contain, clean up, and return the site to pre-spill conditions. The City of Tulsa shall not be liable for the costs of containment, clean up, and returning the site to the pre-spill conditions. The Seller shall notify the City immediately in the case of a spill or accident. If City personnel detect a spill after a delivery has been made and it has not been contained, cleaned up, or disposed of, the Seller shall return to the respective plant immediately and return site to pre-spill conditions.

**2. Specifications**

The Bid **must** meet or exceed the following Specifications.

**REFERENCE STANDARDS:**

Filter Sand Media shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water, as applicable.

All provisions of the **American Water Works Association (AWWA) Standard for Granular Filter Material ANSI/AWWA B100-16**, or its most recent revision, shall apply to this specification as minimum standards. Where standards elsewhere in these “Technical Specifications” differ from those in the ANSI/AWWA B100 standard, the more stringent standards shall apply.

The Filter Sand Media shall be certified as suitable for contact with or treatment of drinking water in accordance with **NSF/ANSI Standard 61, Drinking Water Components – Health Effects**. Evaluation shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI Standard 61.

**Bidder has 10 days after notification that the bid was selected for contract award by the City to provide proof of verification of NSF/ANSI certification. Failure to submit verification of NSF certification will result in rejection of bid.**

**HAZARD COMMUNICATION STANDARD:**

The Bidder shall provide an applicable Safety Data Sheet (SDS) with the bid. The Seller shall provide an applicable SDS for every shipment delivered under the executed contract. The SDS shall follow the 16-section format as described in the Hazard Communication Standard set forth in

29 CFR 1910.120, and as it is adopted by incorporation, with listed exceptions, in the Oklahoma Occupational Health and Safety Administrative Rules set forth in O.A.C. 380:40-1-2.

**AFFIDAVIT OF COMPLIANCE:**

An Affidavit of Compliance (Form #7) shall accompany the bid proposal and the executed contract stating that all products furnished under this specification comply with the requirements of the AWWA Standard Granular Filter Material ANSI/AWWA B100-16, or its most recent revision. Also, the Bidder shall submit with a copy of the certification that states that products comply with NSF/ANSI Standard 61: Drinking Water Components – Health Effects **within 10 days after notification of bid award.**

**QUALITY:**

All Filter Sand Media product that is supplied to the city of Tulsa shall meet the following quality parameter requirements:

1. Silica sand shall consist of hard, durable, and dense grains of predominately siliceous material that will resist degradation during handling and use.
2. The silica sand shall be free of clay dust, and micaceous and organic matter.
3. Effective size shall be 0.45 to 0.55 mm.
4. Specific gravity shall be 2.62 to 2.64.
5. Uniformity coefficient shall be less than 1.50.

All materials that do not meet the requirements shall be rejected immediately, removed from the plant site, and replaced with media conforming to the specifications at Seller's expense.

**SAMPLING AND TESTING:**

The bid proposal and each future delivery of filter material should include the following analyses. The sampling of filter materials shall be performed in accordance with ASTM D75 and reduced to testing size in accordance with ASTM C702. The specific gravity of silica sand shall be determined in accordance with ASTM C128. The sieve analyses for filter material shall be performed in accordance ASTM C136.

**QUANTITY:**

The estimates of quantities of Filter Sand Media to be purchased are listed below. There are twelve (12) filters at both Mohawk and A.B. Jewell Water Treatment Plants (WTP). Sand replacement may occur on up to four (4) filters at each WTP annually. The estimate is given for informational purposes only. The Seller should not consider this estimate to guarantee a minimum or a maximum amount. Regardless of extent, neither an under-run nor an over-run in the actual quantity delivered compared to the estimated quantity listed below shall entitle the Seller to an adjustment in the unit price or to any other compensation.

<b>A.B. Jewell (per filter)</b>	<b>Mohawk (per filter)</b>
Filter area = 1,760 ft <sup>2</sup>	Filter area = 1,064 ft <sup>2</sup>
12" sand	12" sand
Sand volume = 1,760 ft <sup>3</sup>	Sand volume = 1,064 ft <sup>3</sup>

**METHOD OF PAYMENT:**

Payment for bulk deliveries of Filter Sand Media shall be calculated based upon volume ordered. Bulk delivery trucks shall have certified scale weights taken at an onsite scale for deliveries to Mohawk, and at off-site certified scales for deliveries to A.B. Jewell. See "Method of Delivery" information regarding upcoming installation of onsite scale at ABJ. When it becomes operational, payment for A.B. Jewell deliveries will be made from ABJ onsite scale weights. **No other scale weights will be considered for payment purposes.**

**REPORTING:**

Seller Awarded the bid will provide Quarterly and Annual Reports on all services/equipment serviced/products sold to the City of Tulsa. Reports should be made available within 15 days following the request made by the City of Tulsa.

**AWARD OF BID:**

Award of bid will be made to the lowest secure bidder (Secure bidder offering the lowest total extended cost on Exhibit A).

**SECONDARY/BACKUP SELLER:**

The City of Tulsa reserves the right to award the second lowest secure bidder as the Secondary Seller. The Secondary Seller will be used in the event of the primary Seller's failure to supply the full needs of the City of Tulsa.

**BID PROPOSAL CHECKLIST:**

All items are required with the bid proposal; failure to submit may result in bid being rejected. This checklist can be used to assist the Bidder, but the Bidder is ultimately responsible for submittal of required documents.

\_\_\_\_\_ Complete bid packet along with forms 1 thru 8, Attachment A (on Bidder's Letterhead), and Exhibit A. If the form requires a signature, that signature must be that of an agent authorized to bind the Bidder in accordance with the statutes of the State in which organized. Notarize where required.

In addition, attach the following:

\_\_\_\_\_ A copy of the SDS (Safety Data Sheet)

\_\_\_\_\_ Certificate of Analysis, typical lab analysis, or equivalent document

**Following Notification of Award of Bid**

Please provide;

\_\_\_\_\_ NSF/ANSI Standard 61 Certification (for all potential product lines, and manufacturing facilities)(provide within 10 days)



**Attachment A**

**DELIVERY GUARANTEE:**

Bidders are required to submit guarantee statements of product availability. Please review the Sample of Manufacturer Commitment below, and submit with bid the completed statement on manufacturer's letterhead:

**Sample of Manufacturer Commitment statement (should be on manufacturer's letterhead)**

**MANUFACTURER COMMITMENT:**

**(Name of Manufacturer)** \_\_\_\_\_ commits sufficient volume of Filter Sand Media to supply the City of Tulsa up to \_\_\_\_\_ annual tons of material at a rate up to \_\_\_\_\_ tons/month for the period of \_\_\_\_\_ to \_\_\_\_\_.

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**Attachment B**



**City of Tulsa  
Water Supply  
Delivery Confirmation Form**

ATTN: OPERATIONS SUPERVISOR

Choose Delivery Point:

- Mohawk Water Treatment Plant      Email Form to: [MWTPChemDel@cityoftulsa.org](mailto:MWTPChemDel@cityoftulsa.org)
- A.B. Jewell Water Treatment Plant      Email Form to: [ABJChemDel@cityoftulsa.org](mailto:ABJChemDel@cityoftulsa.org)

Name of Company: \_\_\_\_\_

Name of Contact and Phone # \_\_\_\_\_

\_\_\_\_\_

Driver's Name: \_\_\_\_\_

Date and Time of Delivery: \_\_\_\_\_

Location of Delivery: \_\_\_\_\_

Chemical Delivered: \_\_\_\_\_

Serial Number on Security Tag: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Bill of Lading Number: \_\_\_\_\_

Truck Number: \_\_\_\_\_

Tanker Number: \_\_\_\_\_

**CITY OF TULSA CONTACTS**

**For TAC 1052C**

**DO NOT CONTACT ANYONE OTHER THAN THE PROJECT BUYER  
DURING THE BIDDING PROCESS OR YOU RISK HAVING YOUR BID REJECTED.**

**WATER SUPPLY SYSTEMS**

**Mohawk Water Treatment Plant**

Superintendent	(918) 591-4028
Operations Supervisor	(918) 591-4029
Operations	(918) 591-4047

**A.B. Jewell Water Treatment Plant**

Superintendent	(918) 596-8020
Operations Supervisor	(918) 596-8021
Operations	(918) 596-8025

**Administration**

Process Engineer (A.B. Jewell)	(918) 596-8038
Process Engineer (Mohawk)	(918) 591-4026

**FORM # 7**  
**AFFIDAVIT OF COMPLIANCE**

STATE OF \_\_\_\_\_ )

) ss.

COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached bid. Affiant further states that all products furnished under this contract shall comply with all applicable requirements of American Water Works Association (AWWA) Standard for Granular Filter Material, ANSI/AWWA B100-16, or its most recent revision.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**

**FORM #8**

**Technical, Managerial and Financial Capabilities**

A continuous and reliable supply of potable water is crucial to the health and economy of the City of Tulsa. Therefore, the Seller must demonstrate ability to deliver the products and services required in these specifications by providing technical, managerial and financial (TMF) information. Failure to provide the City of Tulsa with adequate TMF information will result in the rejection of the bid proposal.

**Technical:** Seller must provide at least three (3) Utility and two (2) Technical references. The Utility references must contain the utility name, contact person, contact information, quantity of product supplied, and duration product has been provided. The service/product had to have been provided to utilities of similar size as the City of Tulsa and for the exact product required in this specification for a period of at least five (5) years. The Technical reference is in relation to the product/service specified and must include a description of qualification (such as education and/or years of experience serving products contained in this specification) and contact information (name, title, phone and email). The Technical references must also contain as least one field technician who can respond to an emergency of process control problem within 24 hours of the incident or provide an estimated response time.

**Utility References (at least three (3) references required)**

Utility Name	Contact Person(s)	Phone Number	Email Address	Years Supplied*	Quantity Supplied**

\*Minimum five (5) years required unless sufficient information available to ensure reliable and adequate service to City

\*\*Must have supplied utility of comparable size as City of Tulsa or demonstrate sufficient reserves to supply City.

**Technical References (at least two (2) references required, one being the field technician)**

Name	Title	Phone Number	Email Address	Years' Experience	Years w/ Company*

\*Service contract may be accepted in lieu of actual company employee; however, terms of contract are required with bid submittal

**Managerial:** The required information pertains to the Seller that will provide product/service to the City of Tulsa. If there is more than one facility providing product, include information for each facility. Documentation will be required to substantiate seller's ability to provide the City of Tulsa with sufficient quantity and quality of product as per this specification.

Years in business \_\_\_\_\_  
 Year providing product/service per specification \_\_\_\_\_

Does Seller manufacture product? \_\_\_\_\_  
If yes, what is the Seller's manufacturing capacity? \_\_\_\_\_  
If no, provide Supplier and Supplier's manufacturing capacity \_\_\_\_\_

Does Seller own product transportation network? \_\_\_\_\_  
If yes, provide list of transport equipment and storage facilities \_\_\_\_\_  
If no, provide guarantee of transportation capabilities to ensure reliable delivery of product to COT \_\_\_\_\_

**Financial:**

Attach documentation regarding the financial solvency of the Seller (i.e., recent annual report or similar public financial information)

Provide Standard & Poor's or Moody's credit rating (if available) \_\_\_\_\_

Attach brief description of Seller's financial ability on contract to support this contract (this can include specific information about storage capacity, sufficient capital to purchase product and/or raw materials once order is placed by City of Tulsa, capital improvement for manufacturing facilities and transportation network, etc.).

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### 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 complete the City's online vendor registration form ([linked here](#)). If you have any questions **regarding your registration**, please email Jina Djahedian ([jdjahedian@cityoftulsa.org](mailto:jdjahedian@cityoftulsa.org)) or check the City's "Selling to the City" 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 / TAC 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 of Tulsa - 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. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. 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.

## BID EVALUATION AND AWARD

- 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.
- 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.

- 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 can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, 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.



#### IV. BID PROCESSING AND PAYMENT

- 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.

- 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.

- 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.

- Insurance:** If checked "Yes," the following insurance is required:      Yes:   x   No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect 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
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:

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- 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 Bonds Are Required

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

Yes:  No:

Click or tap here to enter text.

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

Yes:  No:  If yes, number of references required: \_\_\_\_\_

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

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

## EXHIBIT A – DELIVERY AND PRICING

**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)

**Delivery:** If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: [Click or tap here to enter text.](#)

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)

Item	Description	Qty per Filter	Unit Cost per Filter	Estimated # of Filter Services Per Year	Extended Cost
1	<b>Filter Sand (Delivered and placed in filter at AB Jewell Water Treatment Plant):</b>	1,760 cu. ft.	\$ _____	4	\$ _____
2	<b>Filter Sand (Delivered and placed in filter at Mohawk Water Treatment Plant):</b>	1,064 cubic ft.	\$ _____	4	\$ _____
<b>TOTAL COST NOT TO EXCEED:</b> (All costs must be included or your Bid will be disqualified )		\$ _____			

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

**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>

## EXHIBIT B - 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 type="checkbox"/> Limited Liability Company | <input 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# 1052C Filter Media Sand & Removal/ Disposal Services**

(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   |
|               | CITY OF TULSA, OKLAHOMA  |
|               | 175 E. 2 <sup>nd</sup> Street, Suite 260                               |
|               | Tulsa, Oklahoma 74103  |
- With a copy to:
- |   |
|---|
| 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



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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

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

## 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 City 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.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted**.

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

<b>BIDDER CHECKLIST</b>		
<b>RESPONDENT DOCUMENTS</b>	<b>PAGES</b>	<b>INCLUDED?</b>
Notice of Invitation for Bid (Sections I-V, all preceding pages)	1-18	
EXHIBIT A: Delivery and Pricing	19	
EXHIBIT B: Bidder Information Sheet	20	
Specifications	6	
Technical References	13	
Certificate(s) of Insurance (if applicable)	n/a	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	21	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	22-26	
Acknowledgment of Receipt of Addenda/Amendments <i>Must be completed and signed by Authorized Agent.</i>	27	

## PACKING LABEL

In Top Left Corner of Label;

FROM: (Name)  
(Bidder's Legal Name)  
(Street Address)  
(City, State, Zip Code)

### FROM:

**City of Tulsa - City Clerk's Office**  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa, OK, 74103

### **Bidder Submission For:**

BID# [TAC 1052C]

BID DESCRIPTION: [Filter Sand Media & Removal/Disposal Services]

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

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 the 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.