

Invitation for Bid (IFB)

TAC205G

Supplies or Service Requested: HAND TOOLS & SUPPLIES

Department: CITY WIDE

NIGP Commodity Code(s):

450-17; 810-90; 445-32; 670-15; 145-45;

Solicitation Schedule

EVENT	DATE
IFB Issue Date	09/23/2022
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>	09/26/2022 <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>	10/05/2022

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

Donny Tiemann, Senior Buyer | dtiemann@cityoftulsa.org
All questions should be emailed with IFB / TAC205G on the subject line.

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
 175 E. 2ND 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 to secure a source to purchase tools and supplies at the lowest cost to have the tools necessary to meet the needs of all City departments.

2. Term of Contract

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

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An Authorized Agent means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. For instance, under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:

- **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.

Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.

II. SCOPE OF WORK AND SPECIFICATIONS

1. Scope of Work

It is the intent during this term of Agreement, to purchase Hand Tools & Supplies as listed in Exhibit A, Pricing and Delivery, as required from time to time by various Citywide departments.

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 requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

Bidder must include a manufacturer part number and price for each item listed in each section of Exhibit A. Quantities listed are provided based on historical data and not necessarily what will be purchased in the future. Quantities are listed for evaluation purposes only. Manufacturer's price list is requested, and a percentage discount on each manufacturer's price list must be stated on Exhibit A. This will allow the City to make purchases of items which are not specifically listed on Exhibit A.

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, 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 registration, email Jina Djahedian (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 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 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 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. **Submission and Receipt of Bids**: 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 2nd 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**. The time stamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the City deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- And if documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening or to delay or reschedule the Bid Opening for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

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 2nd Street, 2nd Floor, Tulsa, Oklahoma.

IV. BID EVALUATION AND AWARD

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

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

3. **Bid Award Recommendation and Appeal**: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd 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.

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

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:** Yes: 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:**

Yes: No:

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 goods or services provided.

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: _____

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:

If items being bid are sold in packs, you must list the item price for a single item. For example, if the item is sold in a pack of 3 and the price is \$12.00, list the unit cost as \$4.00.

SECTION 1: CANS						
Item	Description	Estimated Annual QTY	Unit Cost • Required	Extended Cost • Required	Manufacturer • Required	Part number • Required
1	Safety can 2.5-gallon, type II transport can. Plastic or metal. (Justrite 7225130 or equivalent)	15	\$	\$		
2	Safety can 5-gallon, type II transport can. Plastic or metal. (Justrite 7250130 or equivalent)	15	\$	\$		
3	Squirt can with flex spout, 1 pint. (Dutton Laison 727 oiler or equivalent)	15	\$	\$		
4	Utility can, 5 gallon. Plastic. (Midwest model 8600 or equivalent)	30	\$	\$		
5	Water can, 3 gallons. (Rubbermaid 1683 or equivalent)	50	\$	\$		
6	Replacement lid for above water can.	5	\$	\$		
7	Water can, 5 gallons. (Rubbermaid 1685 or equivalent)	90	\$	\$		
8	Replacement lid for above water can.	5	\$	\$		
9	Polyethylene sprayer 1-1/2 gallon. (Chapman Premier 21220-XP or equivalent)	25	\$	\$		
Subtotal Section 1:				\$ _____		

SECTION 2: CUTTING

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part number Required
1	Axe, couble bit- w pattern, 3-1/2 lb. (Michigan or equivalent)	15	\$	\$		
2	Tubing cutter 5/8" to 2-1/8" od. (Reed #03487 or equivalent)	30	\$	\$		
3	File, half round-bastard 12". (Schmidt F65004A or equivalent)	40	\$	\$		
4	File, half round-bastard 14". (Schmidt F65005A or equivalent)	20	\$	\$		
5	File, Flat 8", double cut. Nicholson 00024N or equivalent.	25	\$	\$		
6	File, Flat 10", double cut. Nicholson 00047N or equivalent.	25	\$	\$		
7	File, Flat 12", double cut. Nicholson 00070N or equivalent.	25	\$	\$		
8	Knife, utility-retractable. (Better tools #70106 or equivalent)	65	\$	\$		
9	Hack saw, adjustable for 8",10",12" blades. (Nicholson #80965 or equivalent)	15	\$	\$		
10	7 1/4-inch, Carbide, ripping circular saw blades. 24 Teeth. (Dewalt DWAW71424) or equivalent.	25	\$	\$		
11	12-inch reciprocating blade for general purpose wood cutting, 6 teeth per inch. (Dewalt DW4804N25) or equivalent.	25	\$	\$		
12	6-inch, bi-metal reciprocating, metal cutting blade. 18 teeth per inch. (Dewalt DW4811N25) or equivalent.	25	\$	\$		
13	4 1/2-inch metal cutting blade for 4 1/2-inch grinder. (Dewalt DWA8951H) or equivalent.	50	\$	\$		
14	4 1/2-inch grinding wheel for 4 1/2- grinding wheel. (Dewalt DWA4511H) or equivalent.	50	\$	\$		
15	Diamond saw blade 12"x.110"x1" dry/cured (for Target 62/14)	15	\$	\$		
16	Diamond saw blade for concrete 12" x .110 x 20mm (Stihl TS)	5	\$	\$		
17	Diamond saw blade for concrete cured wet 14" diameter 1" arbor, 6,300 rpm minimum	5	\$	\$		
18	Masonry saw blade 12"x1/8"x1" (Stihl preferred)	5	\$	\$		
19	Saw blade for ductile iron 12"x1/8"x1" (for target 62/14)	10	\$	\$		
20	Demolition & Rescue Carbide tipped blade 12" x 24t x 20mm (for Stihl saw)	15	\$	\$		

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21	Arbor saw blade for steel pipe 12"x1/8"x20mm (5,500 rpm minimum) (Stihl only)	15	\$	\$		
22	Arbor saw blade for ductile iron, 14" x 1/8" x 1" (5,500 rpm minimum) (Stihl only)	85	\$	\$		
23	Hacksaw blade 12" (Stanley 15-632)	40	\$	\$		
24	Pipe cutter, 1"- 3" for C.I ppe. Reed T-20 or equivalent	20	\$	\$		
25	Cutter wheels (f-158) #20. (Reed #03660 or equivalent)	5	\$	\$		
26	Cutter wheels (f-3) #1,2,42 and 202. (Reed #03613 or equivalent)	10	\$	\$		
27	Cutter wheels (f-229) #3, 4 and 44. (Reed #03616 or equivalent)	5	\$	\$		
28	Cutter wheels, steel (for Reed H-6/steel) reed HS6. (Reed #03506 or equivalent)	30	\$	\$		
29	Cutter wheels (for reed h-6,8,12/c.i.) Reed h16. (Reed #03524 or equivalent)	15	\$	\$		
30	Cutter wheel, H54. (Reed #03504 or equivalent)	15	\$	\$		
31	chisels, cold 3/4" x 12" (Mayhew 554-70213 or equivalent)	20	\$	\$		
32	Chisels, cold 1/2" x 6" (Mayhew 554-70205 or equivalent)	5	\$	\$		
33	Chisels, cold 3/4" x 7-1/2" (Mayhew 554-70212 or equivalent)	5	\$	\$		
34	Descaler; for 3" – 36" pipe. 40" length minimum. (Reed DS36 or equivalent)	15	\$	\$		

Subtotal Section 2: \$ _____

SECTION 3: DIGGING

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part number Required
1	Post hole, digger, fiberglass handles. (Seymour PD48 or equivalent)	5	\$	\$		
2	Curb and valve box cleaner. 6 foot. (Trumbull 367-9151 or equivalent)	10	\$	\$		
3	Pick head, railroad 6 lb. (Ames 1138700 or equivalent)	20	\$	\$		
4	Mattock, Non-Conductive, 36-inch handle. (Nupla #76151 or equivalent)	10	\$	\$		
5	Handle, Pick. (#6 Ames/True Temper #2036900)	20	\$	\$		

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6	Rake, bow, 16-tooth, fiberglass handle. (Pro Plus #28-133 or equivalent)	60	\$	\$		
7	Shovel, long handle, floral 6" x 8-1/2" Ames 2916100 or equivalent.	95	\$	\$		
8	Shovel, round point, commercial fiberglass handle, long. (Pro Plus #28-108 or equivalent)	130	\$	\$		
9	Shovel, round point, Non-conductive handle, long. (Nupla #76245 or equivalent)	10	\$	\$		
10	Shovel, square point, commercial fiberglass handle, long. (Tru-Pro POL-F 31199 or equivalent)	50	\$	\$		
11	Drain Spade- sharp shooter. Union 47107	25	\$	\$		
12	Drain Spade- sharp shooter Non-conductive short handle. (Nupla #76233)	10	\$	\$		

Subtotal Section 3: \$ _____

SECTION 4: TWISTING

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part number Required
1	Pliers, Slip joint, insulated handles 6". (Crescent 6WU14)	25	\$	\$		
2	Pliers, Linesman 8" (Channellock 348) or equivalent	20	\$	\$		
3	Pliers, double tongue groove (Channellock 410) or equivalent	30	\$	\$		
4	Copper Flaring tool, sizes 1/2" – 1" (Ridged 375 458R)	25	\$	\$		
5	Wrench, Dual Socket ratchet wrench w/ 4 sizes; 1-1/4", 1-1/8", 1-1/16", 15/16". (Reed L4N1Thru-Bolt)	25	\$	\$		
6	Wrench, adjustable angle, dual sizes. 1-1/4" & 1-1/16" (Reed L2N1ADJ)	10	\$	\$		
7	Screwdriver, std. tip 3" x 7/32" (Stanley 66-163) or equivalent	35	\$	\$		
8	Screwdriver, std. tip 4" x 1/4" (Stanley 66-164) or equivalent	10	\$	\$		
9	Screwdriver, std. tip 6" x 3/16" (Stanley 66-166) or equivalent	70	\$	\$		
10	Screwdriver, std. tip 8" x 3/8" (Stanley 66-168) or equivalent	60	\$	\$		
11	Screwdriver, std. tip 10" x 3/8" (Stanley 66-160) or equivalent	100	\$	\$		
12	Screwdriver, Phillips #1 x 3" (Stanley 64-101-A) or equivalent	20	\$	\$		

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13	Screwdriver, Phillips #2 x 6" (Stanley 64-102-A) or equivalent	50	\$	\$		
14	Screwdriver, Phillips #2 x 10" (Stanley 64-172-A) or equivalent	30	\$	\$		
15	Ratchet, reversible, 1/2" drive. 15" (Proto J5454F) or equivalent	50	\$	\$		
16	Socket, 1/2" drive, 12 pt. deep 1/2" x 3-1/4" (Proto J5316) or equivalent	10	\$	\$		
17	Socket, 1/2" drive, 12 pt. deep 9/16" x 3-1/4" (Proto J5318) or equivalent	10	\$	\$		
18	Socket, 1/2" drive, 12 pt. deep 5/8" x 3-1/4" (Proto J5320) or equivalent	10	\$	\$		
19	Socket, 1/2" drive, 12 pt. deep 11/16" x 3-1/4" (Proto J5322) or equivalent	10	\$	\$		
20	Socket, 1/2" drive, 12 pt. deep 3/4" x 3-1/4" (Proto J5324) or equivalent	10	\$	\$		
21	Socket, 1/2" drive, 12 pt. deep 13/16" x 3-1/4" (Proto J5326) or equivalent	5	\$	\$		
22	Socket, 1/2" drive, 12 pt. deep 7/8" x 3-1/4" (Proto J5328) or equivalent	10	\$	\$		
23	Socket, 1/2" drive, 12 pt. deep 15/16" x 3-1/4" (Proto J5330) or equivalent	10	\$	\$		
24	Socket, 1/2" drive, 12 pt. deep 1" X 3-1/4" (Proto J5332) or equivalent	10	\$	\$		
25	Socket, 1/2" drive, 12 pt. deep 1-1/16" X 3-1/4" (Proto J5334) or equivalent	35	\$	\$		
26	Socket, 1/2" drive, 12 pt. deep 1-1/8" X 3-1/4" (Proto J5336H) or equivalent	20	\$	\$		
27	Socket, 1/2" drive, 12 pt. deep 1-1/4" x 3-1/4" (Proto J5340) or equivalent	30	\$	\$		
28	Socket Set, 3/4" drive, size 7/8"- 2" (Proto J55102)	10	\$	\$		
29	Wrench, adjustable single end 8" (Crescent 6C176) or equivalent	50	\$	\$		
30	Wrench, adjustable single end 10" (Crescent 6C178) or equivalent	20	\$	\$		
31	Wrench, adjustable single end 12" (Crescent 6C177) or equivalent	25	\$	\$		
32	Wrench, end pattern pipe 10" (Ridgid E-10) or equivalent	100	\$	\$		

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33	Wrench, end pattern pipe 14" (Ridgid 31070) or equivalent	15	\$	\$		
34	Wrench, hydrant operating (Mueller A-311) only acceptable brand.	75	\$	\$		
35	Wrench, pipe 10" (Ridgid 31010) or equivalent	15	\$	\$		
36	Wrench, pipe 12" (Ridgid 31015) or equivalent	10	\$	\$		
37	Wrench, pipe 14" (Ridgid 31020) or equivalent	15	\$	\$		
38	Wrench, pipe 18" (Ridgid 31025) or equivalent	5	\$	\$		
39	Wrench, pipe 24" (Ridgid 31030) or equivalent	5	\$	\$		
40	Wrench offset pipe 14" (Ridgid 31070) or equivalent	60	\$	\$		
41	Wrench offset pipe 18" (Ridgid 89440) or equivalent	5	\$	\$		
42	Wrench, striking handle. 1-1/4" (Proto J2620SW) or equivalent	2	\$	\$		
43	Wrench, striking handle. 1-5/16" (Proto J2621SW) or equivalent	2	\$	\$		
44	Wrench, striking handle. 1-3/8" (Proto J2622SW) or equivalent	2	\$	\$		
45	Wrench, striking handle. 1-7/16" (Proto J2623SW) or equivalent	2	\$	\$		
46	Wrench, striking handle. 1-1/2" (Proto J2624SW) or equivalent	2	\$	\$		
47	Wrench, striking handle. 1-9/16" (Proto J2625SW) or equivalent	2	\$	\$		
48	Wrench, striking handle. 1-5/8" (Proto J2626SW) or equivalent	2	\$	\$		
49	Wrench, striking handle. 1-11/16" (Proto J2627SW) or equivalent	2	\$	\$		
50	Wrench, striking handle. 1-3/4" (Proto J2628SW) or equivalent	2	\$	\$		
51	Wrench, striking handle. 1-13/16" (Proto J2629SW) or equivalent	2	\$	\$		
52	Wrench, striking handle. 1-7/8" (Proto J2630SW) or equivalent	2	\$	\$		
53	Wrench, striking handle. 1-15/16" (Proto J2631SW) or equivalent	2	\$	\$		
54	Wrench, striking handle. 2" (Proto J2632SW) or equivalent	2	\$	\$		
55	Hex key set (Chesco 700-88030) or equivalent	25	\$	\$		
56	Hex key, long arm 3/8" (Chesco 700-86715) or equivalent	5	\$	\$		

57	Screw Extractor Set, 1/8"-1" 10-piece set. Proto J9500B or equivalent.	20	\$	\$		
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Subtotal Section 4: \$ _____

SECTION 5: HAMMERS AND PUNCHES

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part number Required
1	Hammer, engr. double face 3# (Wooding's 941-763a1) or equivalent	35	\$	\$		
2	Hammer, ballpein 13-3/4" (Vaughan 840-s016) or equivalent	30	\$	\$		
3	Hammer, bricklayers 16 oz. head (Vaughan 840-bl16) or equivalent	40	\$	\$		
4	Hammer, claw double duty 16 oz. (Vaughan 840-dd16) or equivalent	5	\$	\$		
5	Hammer, Brass Faced #3 with rubber grip. Nupla 6D048 or equivalent	25	\$	\$		
6	Sledge, double face handled 8# 32" (Wooding's-Verona) or equivalent	15	\$	\$		
7	Sledge, double face handled 10# 32" (Wooding's-Verona) or equivalent	20	\$	\$		
8	Sledge, double face handled 16# 34" (Wooding's-Verona) or equivalent	15	\$	\$		
9	Punch, drive pin set. 1/4" to 3/4", 8" long.	10	\$	\$		
10	Punch, drive pin. 7/16" x 8" (Proto 35XT13) or equivalent	50	\$	\$		
11	Punch, drive pin. 3/4" x 8" (Starrett 2ZVJ5) or equivalent	50	\$	\$		
12	Handle, axe std. bit 36" (Bruner ivory 020-365a-ft) or equivalent	5	\$	\$		

Subtotal Section 5: \$ _____

SECTION 6: Measuring

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part number Required
1	Level, torpedo 9" (Stanley 42-164) or equivalent	10	\$	\$		
2	Rule, tape 3/4" x 16' (Lufkin L616) or equivalent	5	\$	\$		

3	Rule, tape 1" x 25', fractional read (Stanley STHT36031S) or equivalent	70	\$	\$		
4	Tape, white or yellow clad steel 100' (Lufkin HW100) or equivalent	5	\$	\$		
5	O/F Pressure gauge (60 psi w/2 lb. increments) for water	5	\$	\$		
6	O/F Pressure gauge (200 psi w/5 lb. increments) for water	15	\$	\$		
7	Measuring wheel, 9,999 feet, resettable. (Komelon Meterman) or equivalent	15	\$	\$		
8	Metal Detector. (Schonstedt GA-92XTD) or equivalent.	25	\$	\$		
Subtotal Section 6:				\$ _____		

SECTION 7: PAINTING

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	Paint brush 1" nylon bristle. (Magnolia 87796) or equivalent	10	\$	\$		
2	Paint brush 2" nylon bristle. (Premier 257656) or equivalent	20	\$	\$		
3	Paint brush 3" nylon bristle. (Premier 257658) or equivalent	35	\$	\$		
4	Paint brush 4" nylon bristle. (Magnolia 87801) or equivalent	35	\$	\$		
5	putty knife 1-1/4" (Red Devil 730-4102)	10	\$	\$		
6	Scraper, wide blade, 4" (Red Devil 4214)	25	\$	\$		
Subtotal Section 7:				\$ _____		

SECTION 8: MISCELLANEOUS TOOLS/SUPPLIES

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	Crow bar, pinch point 60" (Wooding's-Verona) or equivalent	35	\$	\$		
2	Wrecking bar 30" (Wooding's-Verona) or equivalent	15	\$	\$		
3	Mighty Probe, 4-foot. Must provide protection for up to 50,000-Volts	25	\$	\$		
4	Mighty Probe, 6-foot. Must provide protection for up to 50,000-Volts	25	\$	\$		

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5	Standard Soil Probe tips for 4-foot and 6-foot probes.	50	\$	\$		
6	Soil Probe extension 36-inch for Mighty Probe.	25	\$	\$		
7	Soil Probe coupler for mighty probe extension.	25	\$	\$		
8	Blowtorch, propane (3wa89) Bernz-o-Matic 7 pc. Set or equivalent	30	\$	\$		
9	Propane cylinder refill (Weller lp175-9) or equivalent	20	\$	\$		
10	Wire brush (Magnolia 520-387) or equivalent	50	\$	\$		
11	Hydro-phone, (Dan Mac) or equivalent	50	\$	\$		
12	Hand pump with 6' hose (Thirsty-Mate #136pf-6) or equivalent	200	\$	\$		
13	Fiberglass shelf ladder 8 foot (Louisville FH1008) or equivalent	5	\$	\$		
14	Fiberglass shelf ladder 12 foot (Louisville FH1012) or equivalent	10	\$	\$		
15	Padlock, keyed differently size (Master 1DCOM) or equivalent	135	\$	\$		
16	Padlock - Herculock 700 (two keys) Herculock 700ss or equivalent. Must be keyed to code A35442.	500	\$	\$		
17	Wheel barrow, 6 cu feet capacity, flat free tire. (Jackson M6FFBB) or equivalent	5	\$	\$		
18	2.5" x 3.5" white marking flag with 21" wire staff	7000	\$	\$		
19	Alkaline battery 1-1/2-volt (C-cell)	400	\$	\$		
20	Alkaline battery 1-1/2-volt (D-cell)	1500	\$	\$		
21	Alkaline battery 1-1/2-volt (AAA)	3000	\$	\$		
22	Alkaline battery 1-1/2-volt (AA)	4500	\$	\$		
23	Alkaline battery 6-Volt spring top	250	\$	\$		
24	Alkaline battery 9-Volt transistor	500	\$	\$		
25	ABC Fire extinguisher 2-1/2 lb. model 250 mb. or equivalent	45	\$	\$		
26	rope, manila 3/8" (manila 518-3/8x600-35b) or equivalent	100	\$	\$		

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27	Lifting Sling; size, 3" x 8', twisted eye, EE Type IV, 7,000 lb. choker lift weight minimum. (Bishop 03EE2PX or equivalent)	15	\$	\$		
28	Lifting Sling; size, 3" x 6', twisted eye, EE Type IV, 7,000 lb. choker lift weight minimum. (Bishop or equivalent)	15	\$	\$		
29	Sling Saver choker hook. Sling size 3. Model #S-287 or equivalent	15	\$	\$		
30	Sling Saver web/chain connector. Sling size 3. Model #S-282 or equivalent.	15	\$	\$		
31	Sling Saver web/chain connector. Sling size 4. Model #S-282 or equivalent.	15	\$	\$		
32	Ratchet straps, 4" x 30' J hook (Ancra Cargo 309684) or equivalent	25	\$	\$		

Subtotal Section 8: \$ _____

SECTION 9: AGGREGATES

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	Concrete brick 2" x 4" x 8" (on wood pallets)	450	\$	\$		
2	Concrete block / gray 8"x8"x16" (on wood pallets)	150	\$	\$		
3	Cement, Portland type 1 94 lb. sacks (water)	20	\$	\$		
4	Cement, masonry type n in 80 lb. sacks	20	\$	\$		
5	Cement, Redi-mix (dry in 80 lb. sacks) or equivalent	675	\$	\$		
6	Cement, reinforced Redi-mix (dry in 60 lb. bags) 4,000 psi strength.	800	\$	\$		
7	Redline/Speedcrete. Rapid setting concrete. 50 lb. bag (Euclid) or equivalent.	500	\$	\$		
8	Hydraulic cement, Speed Plug. 50 lb. bucket. (Euclid) or equivalent.	100	\$	\$		
9	Masonry sand. 80lb. bags.	75	\$	\$		
10	1/2" deformed round reinforcing steel rod #4	225	\$	\$		
11	5/8" deformed round reinforcing steel rod #5	200	\$	\$		
12	3/4" deformed round reinforcing steel rod #6	100	\$	\$		

13	7/8" deformed round reinforcing steel rod #7	50	\$	\$		
14	Sand bags 14" x 26" (0119174 white)	25	\$	\$		
15	Polyethylene sheeting (black 6 mill) 100 ft. per roll	400	\$	\$		
16	Chain link fencing (4 ft. x 50 ft. roll) 11-1/2 gauge	150	\$	\$		
Subtotal Section 9:				\$ _____		

SECTION 10: GREASE & OIL

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	Grease tube 14 oz (Mobil #19E5) or equivalent	525	\$	\$		
2	Grease gun 14 oz. (Plews #30-445) or equivalent	45	\$	\$		
3	Grease gun hose 12" (Plews #10-212) or equivalent	30	\$	\$		
4	Grease gun coupler (Plews #05-028) or equivalent	250	\$	\$		
5	WD40 12 oz. spray #40015 (12/CASE) or equivalent	650	\$	\$		
6	Hydrant lubricating oil, 10.5 oz. can (Mueller A-51) or equivalent	300	\$	\$		
7	Hydraulic shoring fluid (concentrate) (Speed Shore SS-2) winter grade or equivalent	135	\$	\$		
8	2-Cycle oil mix (07813198008) 2.6 fl. oz. container	300	\$	\$		
9	Clevis grab hook 1/4" (Campbell 200-450-0424) or equivalent	10	\$	\$		
10	Clevis grab hook 3/8" (Campbell 200-450-0604) or equivalent	175	\$	\$		
11	Lebus load binder 9200# (Midland Forge 560-D48366) or equivalent	40	\$	\$		
12	1/4" transport chain grade 70 (Campbell #051-0412) or equivalent	290	\$	\$		
13	3/8" transport chain grade 70 (Campbell #051-0612) or equivalent	880	\$	\$		
14	Hose adapter, Camlock 2" (#633-F-0200) or equivalent	5	\$	\$		

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15	Hose Coupler, Camlock 2" (#633-C-0150) or equivalent	60	\$	\$		
16	Hose fitting 2.5" nst. male x 2" npt male (DMH2025F) or equivalent	25	\$	\$		
17	Hose fitting 2.5" nst female x 3" npt male (SM25F30T) or equivalent	10	\$	\$		
18	Pump hose (2" X 20 FT. length) 150 PSI. Cam lock fitting each end CxE. Material is #4450 water suction or better. Tube to be EPDM blend, smooth and black. Covering to be EPDM blend with fabric impression. Reinforcement is four-ply synthetic fabric with double wire helix.	50	\$	\$		
19	Hose, Pump discharge. 2-inch PVC lay flat with C x E aluminum cam & Groove fittings. 50-foot length.	20	\$	\$		
20	Plexiglas ring, red 1/4"X12" dia. W/ 5-1/4" Hole.	50	\$	\$		
21	Hydrant paint, safety yellow (Sherman Williams B54Y37) or equivalent	30	\$	\$		
Subtotal Section 10:				\$ _____		

SECTION 11: JANITORIAL SUPPLIES

Item	Description	Estimate Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	Spray bottle 22 OZ. (Eve 631-0024-35) or equivalent	70	\$	\$		
2	Spray trigger 9" (Eve 215-0044-35) or equivalent	70	\$	\$		
3	Reknown Bag in a box, lotion hand soap 800 ml. or equivalent	350	\$	\$		
4	Joe's waterless hand soap (1# cans - 24 per case) or equivalent	150	\$	\$		
5	Glass cleaner 1 gal. (Eve diamond 3-1-17) or equivalent	60	\$	\$		
6	Bleach, chlorine 5%	250	\$	\$		
7	Oil Base Oklahoma Floor Sweep (50# Box) or equivalent	5	\$	\$		
8	Garage Broom 24" #3227 head with 1" x 60" #191 handle	10	\$	\$		
9	Super odor eliminator, solid, 14 oz. Vented top. Bright air or equivalent.	25	\$	\$		
Subtotal Section 11:				\$ _____		

SECTION 12: Lighting

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	Hard Hat light, halo type. (Rechargeable)	20	\$	\$		
2	LED FLOODLIGHT 2,000 Lumens minimum (Stanley Fatmax SL10LEDS or equivalent)	15	\$	\$		
Subtotal Section 12:				\$ _____		

SECTION 13: Concrete Finishing tools

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	Brush, Street broom with handle. 16". (Bruske 3786) or equivalent.	5	\$	\$		
2	Broom, Finish, 36" aluminum. (Kraft CC177) or equivalent.	5	\$	\$		
3	Brush, curb, 12". (Kraft CC169) or equivalent.	5	\$	\$		
4	Bull float, square. 48" x 8", heavy duty. (Goldblatt 2MRE3) or equivalent.	1	\$	\$		
5	Bull Float, round end magnesium. 48" x 8". (Kraft CC803) or equivalent	1	\$	\$		
6	Bull Float handle, aluminum, screw in. 72" x 1-3/4". (Goldblatt G06957) or equivalent.	10	\$	\$		
7	Bull float handle, aluminum, snap in. 72" x 1-3/8". (Goldblatt G16289) or equivalent.	10	\$	\$		
8	Hustler bull float bracket. (Goldblatt 16290) or equivalent.	5	\$	\$		
9	Universal adaptor bracket. (Goldblatt 16291) or equivalent.	5	\$	\$		
10	Float, Mahogany 12" x 4-1/2" (Goldblatt 06151) or equivalent.	5	\$	\$		
11	Float, Beveled Redwood. 15" x 3-12" (Kraft CF256) or equivalent.	5	\$	\$		
12	Float, Beveled Redwood. 18" x 3-12" (Kraft CF257) or equivalent.	5	\$	\$		
13	Float, Magnesium, 12" x 3-1/8". (Marshalltown 14606) or equivalent.	5	\$	\$		
14	Float, magnesium, beveled end. 16" x 3-1/2". (Goldblatt 06410) or equivalent.	5	\$	\$		

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15	Float, magnesium, round end. 16" x 3-1/4". (Kraft CF076PF) or equivalent.	5	\$	\$		
16	Float, magnesium. 20" x 3-1/2". (Goldblatt 06411) or equivalent.	5	\$	\$		
17	Trowel, Pool. 14" Stainless steel. (Goldblatt 06177) or equivalent.	5	\$	\$		
18	Inside corner tool. (Goldblatt 06224) or equivalent	5	\$	\$		
19	Outside corner tool. (Goldblatt 06223) or equivalent	5	\$	\$		
20	Edger, 6" x 4", 3/8" lip, 3/8" radius. (Goldblatt GB06381) or equivalent.	5	\$	\$		
21	Edger, 6" x 3-1/2", 1/2" lip, 3/8" radius. (Kraft CF570) or equivalent.	5	\$	\$		
22	Edger, 8" x 4", 5/8" lip, 1/2" radius. (Goldblatt 06266) or equivalent.	5	\$	\$		
23	Edger, 10" x 6", 5/8" lip, 1/2" radius. (Kraft CF901) or equivalent.	5	\$	\$		
24	Edger, 9" x 6", 1/2" lip, 1/2" radius. (Kraft CF597) or equivalent.	5	\$	\$		
Subtotal Section 13:				\$ _____		

SECTION 14: Power Tools

Item	Description	Estimated Annual QTY	Unit Cost Required	Extended Cost Required	Manufacturer Required	Part Number Required
1	1/2-inch Impact Wrench. 800 ft. lb. torque. 20 Volt. (Dewalt DCF891) or equivalent.	15	\$	\$		
2	1/2-inch compact Hammer Drill, keyless chuck. 20 Volt. (Dewalt DCD805) or equivalent.	15	\$	\$		
3	Reciprocating saw, 20-Volt, variable speed, keyless blade clamp. (Dewalt DC386B) or equivalent.	15	\$	\$		
4	(4-1/2)-inch grinder. 9,000 rpm. 20-volt. (Dewalt DCG415B) or equivalent.	15	\$	\$		
5	20 Volt, battery with extended run time. (5.0 Ah Lithium) (Dewalt DCB205) or equivalent.	45	\$	\$		
6	20 Volt, Lithium battery charger for above battery. (Dewalt DCB101) or equivalent.	25	\$	\$		
7	20 Volt, 7 1/4-inch circular saw. (Dewalt DCS565B) or equivalent.	15	\$	\$		
Subtotal Section 14:				\$ _____		
TOTAL EXTENDED COST (Sections 1-14): (All costs must be included)				\$ _____		

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

The City reserves the right to purchase Hand Tools and Supplies not specifically listed in the pricing area of the bid at the discounts shown in the “Manufacturer’s” Price Lists furnished below.

Bidder must supply a hard copy and electronic copy (prefer excel, or comma delimited) of each Manufacturer’s Price List.

Please complete the following section and submit with your bid.

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

Manufacturer: _____

Price List No.: _____

% Discount from MSP: _____

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 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.

RETURN THIS ENTIRE BID PACKET

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: _____

PURCHASE AGREEMENT

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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 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

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

WITNESSETH:

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

IFB/TAC# 205G – Hand Tools & Supplies

(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
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.

PURCHASE AGREEMENT

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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 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 1st to June 30th) 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

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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.

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. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to: Tulsa Purchasing Division
175 E. 2nd Street, 15th 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.

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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: _____

BIDDER CHECKLIST		
RESPONDENT DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Sections I-V, all preceding pages)	1-7	
Specifications	3	
References (if applicable)	8	
EXHIBIT A: Delivery and Pricing	9-24	
EXHIBIT B: Bidder Information Sheet	25	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	26	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	27-31	
Acknowledgment of Receipt of Addenda/Amendments <i>Must be completed and signed by Authorized Agent.</i>	32	

PACKING LABEL

Top Left Corner of Label

FROM: Name
Your Company Name
Street Address
City, State, Zip Code

FROM:

City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Bidder Submission For:

BID# TAC205G

BID DESCRIPTION: Hand Tools & Supplies

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 is designed to assist in getting Your Bid 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.