

# Invitation for Bid (IFB)

## TAC443F

**Supplies or Services Requested:** Safety Supplies

**Department:** Water and Sewer

**NIGP Commodity Code(s):** 345-00

### Solicitation Schedule

EVENT	DATE
IFB Issue Date	1/27/2023
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>	2/06/2023 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	2/15/2023

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

Donny Tiemann, Senior Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)  
*All questions should be emailed with IFB **TAC443F** 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 to secure a source to purchase safety supplies at the lowest cost to have the equipment necessary to meet the needs of 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 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.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

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.**

### ***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 SERVICES AND SPECIFICATIONS

### **1. Scope of Services**

The City is requesting bids for a source to purchase Safety Supplies for the Water and Sewer department.

#### **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**

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

**Bidder must include a manufacturer, part number, and price for each item listed in each section of Exhibit A that they intend to bid on. Bidder will not be considered for award for any section where Bidder fails to provide manufacturer, part number or price on all items in that section.** 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.

City encourages Bidder to include descriptive manufacturer's literature verifying the information Bidder provided in Exhibit A Pricing and Delivery. If City requests, Bidder shall provide such descriptive manufacturer's literature before Bid award.

#### **Rainwear 35mm High Visibility PVC on Polyester:**

The PVC on polyester knit suit combines material and feature advantages to comply with ANSI 107 2010 High Visibility Standard and ASTM D6413 for flame resistance.

Type of material: All material shall consist of a fabric that is coated on one side with FR Polyvinyl chloride. 10oz. PVC on polyester that combines lightweight stretch and comfort with long wearing PVC coating.

Type of fabric cloth: all fabric shall be FR treated polyester 38 x 28 thread count. Type of coating: All coatings shall be flame resistant polyvinyl chloride.

Flame resistant material: Material is flame resistant per test method ASTM D6413 with flame out less than 2 seconds.

#### **Rain suit Features:**

Color: Rain suit shall be fluorescent Lime-Green as specified in bid. Color of material shall be in conformance with ANSI/ISEA 107-2010. Shall be colorfast and uniform throughout the jacket, hood and overall.

Reflective Tape: Reflective tape shall be compliant with ANSI 107-2015 performance Class 3 HVSA.

Snap/Seams: All snaps shall be heavy duty plastic, non-corrosive non-conductive. All seams shall be heat sealed and 100% waterproof.

Jacket & Pants shall be light chemical splash and spill resistant.

Jacket/Hood and pants combo shall be bagged individually by size by the vendor prior to delivery.

**Jacket Hardware:** All jackets shall have four (4) snaps located on the front closure and a high-quality nylon zipper.

**Jacket Collar & Hood:** Collar shall be pocket style to allow hood to be rolled into and folded away with 2 snaps.

**Hood** with plastic tips and bell toggles.

**Jacket Sleeves:** All jacket sleeves shall have Velcro take-up straps at cuffs.

**Jacket Ventilation:** All jacket sleeves shall have a vented cape back with mesh and fall protection access.

**Pockets:** All jackets shall have two (2) patch pockets (8-inches x 8-inches) with center snaps on flaps.

**Reflective Tape:** All jackets shall have 2-inch silver glass bead tape at sweep, cuffs, chest, biceps and over the storm fly front. The bottom edges of the tape are to be 2-inches minimum above the hem of both sweep and cuff. Tape on bicep must align with tape on chest and back. Tape & layout to conform with ANSI 107-2015 performance Class 3 requirements.

**Overalls styling & features:** All overall styles shall be two (2) piece bib style construction. All overalls shall be snap fly front.

**Overall hardware:** all overalls shall have one (1) snap at the fly and two (2) non-conductive non-corrosive buckles at the top of the bib.

**Suspenders:** all overalls shall have elastic suspenders with plastic crossover, stitched on the back of the overalls and attached to the front of the overalls with two (2) no-conductive, non-corrosive and non-skid quick release buckles.

**Leg cuffs:** All overalls shall have Velcro take up straps at cuffs.

**Reflective tape:** all overalls shall have 2-inch silver glass bead tape fully encircling each cuff. Tape shall be between 12- inches & 13-inches above leg hem of overalls. Tape & layout shall conform to **ANSI** 107-2015 Performance class 3 requirements.

**Bag:**

Fluorescent Lime-green bag 21-inches x 26-inches approx. with polyester draw cord closure or Velcro closure. Acceptable brands:

1. IPCO Air weave
2. Nat-Wear (Natflex)
3. MSA (Lightweight line)
4. Neese (Coolwear 375)
5. Bata (Polytex) 65 Series
6. Rainfair Cool-Air
7. Nasco 80 series Polyurethane/Nylon
8. Tingley CB Suit

**Safety Vests:**

Must meet ANSI/ISEA 107-2015; class 3/level 2 Color: high visibility yellow with zipper closure.

**Knee Boots:**

Knee boots supplied under this specification shall be Onguard Stock #89682 or equivalent.

1. Color: Black.
2. One-piece injection molded.
3. Special poly-blend compound to resist oils, grease, animal wastes, chemicals and acids.
4. Steel shank for added support.
5. Steel toe style to comply with ASTM F2413-05.
6. Strong, durable V-bar shank.
7. Removable insole.
8. Bar cleat out sole.

**Hip Boots:**

Hip boots supplied under this specification shall be Rainfair Stock No. 2400-9091 or equivalent.

1. 32-inch height.
2. Vinyl coated nylon uppers.
3. Injection molded polyvinyl chloride bottoms.
4. Resistant to acids, chemicals, grease and petroleum.
5. Steel shank.
6. Steel toes shall meet or exceed ANSI/ASTMF2416-11 M 1/ 75 C/75 EH specifications.

### **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, email Jina Djahedian at [purchasing@cityoftulsa.org](mailto:purchasing@cityoftulsa.org) or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference:** If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

**No Pre-Bid Conference will be held.**

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 buyer listed on the first page "Assigned Buyer" 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 writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. 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 Bidder 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's 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 timestamp 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 Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- 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 the 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 Date or to delay or reschedule the Bid Opening Date 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 2<sup>nd</sup> Street, 2<sup>nd</sup> 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 include, but are not limited to the following:
  - A submitted 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 minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

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

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, 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.



## V. BID PROCESSING

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.

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 the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

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 IFB will govern the transaction and be enforceable by the City and Seller.

3. **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
Auto Liability, each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

**Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. **Bonding:**

Yes: ☐

No: ☒



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

Yes: ☐ No: ☒

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

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

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or services 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:****Section 1: First Aid Items**

No.	Description	Pkg Qty	Qty of Pkgs	Est. Total Annual Qty	Price Each	Extended Cost	Manufacturer	Part Number
1	Antihistamine, Diphenhydramine 25 mg - 200 packs per box. Individual packs not to exceed 25 mg.	1	20	20	\$ _____	\$ _____		
2	Aspirin - 325mg – 250 packs per box. Individual packs not to exceed 325 mg	1	20	20	\$ _____	\$ _____		
3	Cream, Cert burn cream 1 gm	6	10	60	\$ _____	\$ _____		
4	Cream, Interpro Ivy Shield Topical cream (no aerosol) or equal. 4 oz. bottle	1	80	80	\$ _____	\$ _____		
5	Skin cleanser, Tecnu outdoor (or equal) used for removing poison oak and ivy oils – 4 oz. bottle	1	80	80	\$ _____	\$ _____		
6	Cream, Medicated Skin Cream, SBS40, 5 oz. tube. (Boren 1083621 or equal)	1	485	485	\$ _____	\$ _____		
7	Eye Wash – 1 oz. bottle. North 020699 or equal	1	20	20	\$ _____	\$ _____		
8	First Aid Kit – Small plastic10 unit truck kit – to include antiseptic BZK towelettes 10/bx; nitrile gloves 2 pr./bx; adhesive tape ½" x 2-1/2 yd 2/bx; cert burn cream 1 gm 6/bx; 32 sq." absorbent compress 1/bx; 3x3 gauze pads 4/bx; triangular bandage 3/bx; bandage compress 4" 1/bx; 2" gauze compress 4/bx; 1x3 plastic bandages316/bx.	1	85	85	\$ _____	\$ _____		
9	Sunscreen – SPF 30 – Lotion (4 oz.) Waterproof; must provide UVA & UVB protection.	1	50	50	\$ _____	\$ _____		

10	Sunscreen – SPF 50 – Lotion (4 oz.) Waterproof; must provide UVA & UVB protection.	1	50	50	\$ _____	\$ _____		
<b>Section 1: First Aid Subtotal</b>						\$ _____		

**Section 2: Industrial Supply Items**

No.	Description	Pkg Qty	Qty of Pkgs	Est. Total Annual Qty	Price Each	Extended Cost	Manufacturer	Part Number
1	Bee Bopper II, Wasp and Hornet Spray 61011 or equal (14 oz.)	1	500	500	\$ _____	\$ _____		
2	Repellant - Bug Barrier II 61604 or equal (602.)	1	500	500	\$ _____	\$ _____		
3	Evaporative Cooling bandana ties. Koolwrap or equal.	1	43	43	\$ _____	\$ _____		
4	Towel, Ergodyne Chill It Cooling Towel. #12420 or equal.	1	15	15	\$ _____	\$ _____		
5	Gloves, Brown Jersey, poly cotton, knit wrist, pair.	1	70	70	\$ _____	\$ _____		
6	Gloves, Cowhide Driver's. Large PIP #158L or equal, pair.	1	4650	4650	\$ _____	\$ _____		
7	Gloves, Neox-coated reinforced neoprene. PIP #8040 or equal, pair	1	100	100	\$ _____	\$ _____		
8	Gloves, Nitrile. Small.8-mil thickness. 50/ box.	1	25	1250	\$ _____	\$ _____		
9	Gloves, Nitrile. Medium.8-mil thickness. 50/ box.	1	25	1250	\$ _____	\$ _____		
10	Gloves, Nitrile. Large.8-mil thickness. 50/ box.	1	25	1250	\$ _____	\$ _____		
11	Gloves, Nitrile. X-Large.8-mil thickness. 50 per box.	1	25	1250	\$ _____	\$ _____		
12	Gloves, Nitrile coated work gloves. Medium. Only Ansell Edmont Hycron 27-607 will be accepted, pair	1	50	50	\$ _____	\$ _____		
13	Gloves, Nitrile coated work gloves. Large. Only Ansell Edmont Hycron 27- 607 will be accepted, pair	1	50	50	\$ _____	\$ _____		
14	Gloves, Nitrile coated work gloves. X- Large. Only Ansell Edmont Hycron 27- 607 will be accepted, pair	1	3900	3900	\$ _____	\$ _____		
15	Gloves, Heavyweight Disposable Latex Medical Examination Gloves. 11 mil thickness, 12 in. length, fully textured palm and finger grip, powder free. Size Small. 50 per box	1	14	14	\$ _____	\$ _____		
16	Gloves, Heavyweight Disposable Latex Medical Examination Gloves. 11 mil thickness, 12 in. length, fully textured palm and	1	14	14	\$ _____	\$ _____		

	finger grip, powder free. Size Medium. 50 per box							
17	Gloves, Heavyweight Disposable Latex Medical Examination Gloves. 11 mil thickness, 12 in. length, fully textured palm and finger grip, powder free. Size Large. 50 per box	1	14	14	\$ _____	\$ _____		
18	Gloves, Heavyweight Disposable Latex	1	14	14	\$ _____	\$ _____		
19	Medical Examination Gloves. 11 mil thickness, 12 in. length, fully textured palm and finger grip, powder free. Size Large	1	50	50	\$ _____	\$ _____		
20	Gloves, Mechanics gel pad anti-vibration gloves. Size Medium. Pair.	1	50	50	\$ _____	\$ _____		
21	Gloves, Mechanics gel pad anti-vibration gloves. Size Small. Pair.	1	50	50	\$ _____	\$ _____		
22	Gloves, Mechanics gel pad anti-vibration gloves. Size Medium. Pair.	1	50	50	\$ _____	\$ _____		
23	Gloves, Mechanics gel pad anti-vibration gloves. Size Large. Pair.	1	24	24	\$ _____	\$ _____		
24	Gloves, Mechanics gel pad anti-vibration gloves. Size X-Large. Pair.	1	24	24	\$ _____	\$ _____		
25	Gloves, PIP G-TEK Maxiflex Micro-foam glove #34-874 or equal; X-large, pair	1	40	40	\$ _____	\$ _____		
26	Gloves, PIP G-TEK Maxiflex Micro-foam glove #34-874 or equal; 2 XL, pair	1	40	40	\$ _____	\$ _____		
27	Gloves, PIP Powergrab Thermo Hi Visibility Orange gloves or equal, pair	1	70	70	\$ _____	\$ _____		
28	Gloves, Work Gloves - Small, Pair. Wells Lamont #4100 or equal.	1	55	55	\$ _____	\$ _____		
29	Gloves, Work Gloves - Medium, Pair. Wells Lamont #4100 or equal.	1	50	50	\$ _____	\$ _____		
30	Gloves, Work Gloves - Large, Pair. Wells Lamont #4100 or equal.	1	225	225	\$ _____	\$ _____		
31	Gloves, Work Gloves - X-Large, Pair. Wells Lamont #4100 or equal.	1	550	550	\$ _____	\$ _____		
32	Glove Liners - PIP 35-c410 or equal, pair	1	5100	5100	\$ _____	\$ _____		
33	Hard Hat Winter Liner, North Safety WL12 or equal.	1	150	150	\$ _____	\$ _____		
34	Paint, Fluorescent blue inverted marking spray 17oz can (Spray-on 03620 or equal)	1	1000	1000	\$ _____	\$ _____		
35	Paint, Fluorescent green inverted marking spray 17oz can (Spray-on 03630 or equal)	1	250	250	\$ _____	\$ _____		

36	Paint, Pink marking spray 20 oz can (Krylon s03612 or equal)	1	350	350	\$ _____	\$ _____		
37	Paint, Traffic Federal Yellow Spray 20 oz can (Spray-on 03801 or equal)	1	50	50	\$ _____	\$ _____		
38	Paint, White Marking spray 20 oz can (Spray-on 03901 or equal)	1	800	800	\$ _____	\$ _____		
39	Flashlight, 3-AAA batteries, LED, Dual output, 207 Lumens high output, 114 Lumens low output. (Cree R2, 3 Watt or equal)	1	100	100	\$ _____	\$ _____		
40	Flashlight, 3-Cell (Ray-o-vac r-3d or equal)	1	250	250	\$ _____	\$ _____		
41	Lantern, 6-volt, LED (Eveready 5109 or equal)	1	100	100	\$ _____	\$ _____		
42	Wheel Chocks 10"x6"x8" Grainger #2A092 or equal	1	25	25	\$ _____	\$ _____		
43	Barricade tape, yellow background with black lettering shall read "caution open trench". 2 mil, 3" wide by 1000' roll.	1	120	120	\$ _____	\$ _____		
44	Orange Vinyl Flagging Tape – 1-3/16" x 150' (VST 18)	1	44	44	\$ _____	\$ _____		
45	Fencing, Safety Orange, High Density Polyethylene, 48" high by Fifty Foot (50') length roll, Mesh size 1 ¼" X 1 ½" Diamond Shape. Value Brand #64090204 or acceptable equal	1	100	100	\$ _____	\$ _____		
46	Traffic safety cones: one-piece construction 28" height, 13" base, fluorescent red/orange color with orange being the predominant color, preassembled with 6-inch white reflector band 4 inches from the top and a 4-inch reflector band, 2 inches below the 6-inch band. Reflector band material shall have a smooth, sealed outer surface which will display the same approximate color day and night. Cones shall meet the following performance criteria: heat resistance – no slump after 8 hours at 150 degrees f. Low temperature strength – 10-foot lbs.' at 10-degrees f. Tensile strength – 1100 psi, hardness – 70	1	1000	1000	\$ _____	\$ _____		
<b>Section 2: Industrial Supplies Sub Total</b>						\$ _____		

### Section 3: Personal Protection

1	Hard Hat – Wide Brim – Color White – Bullard #C33R or equal. Full brim hard hat with ratchet suspension and cotton brow pad that meets or exceeds ANSI Z89.1 Class E & G, Type I. The suspension shall be 6 pt. ratchet system. Made in USA. <u>NO SUBSTITUTIONS</u> . Hard hat will include the City of Tulsa logo in black/white pad printed on the front of the hard hat. Imprint will be included in the unit cost.	1	140	140	\$ _____	\$ _____		
2	Hard Hat – Wide Brim – Color Green – Bullard #C33R or equal. Full brim hard hat with ratchet suspension and cotton brow pad that meets or exceeds ANSI Z89.1 Class E & G, Type I. The suspension shall be 6 pt. ratchet system. Made in USA. <u>NO SUBSTITUTIONS</u> . Hard hat will include the City of Tulsa logo in black/white pad printed on the front of the hard hat. Imprint will be included in the unit cost.	1	140	140	\$ _____	\$ _____		
3	Hard Hat – Wide Brim – Color Orange – Bullard #C33R or equal. Full brim hard hat with ratchet suspension and cotton brow pad that meets or exceeds ANSI Z89.1 Class E & G, Type I. The suspension shall be 6 pt. ratchet system. Made in USA. <u>NO SUBSTITUTIONS</u> . Hard hat will include the City of Tulsa logo in black/white pad printed on the front of the hard hat. Imprint will be included in the unit cost.	1	140	140	\$ _____	\$ _____		
4	Hard Hat bracket Insert, fits Bullard Wide Brim, #C33R	1	25	25	\$ _____	\$ _____		
5	Face Shield, Bullard. Fits Bullard adaptor model 1126.	1	50	50	\$ _____	\$ _____		
6	Face Shield Adaptor, Bullard model 1126. Fits Bullard full brim hardhat.	1	50	50	\$ _____	\$ _____		
7	Full brim hat sun shield must fit Bullard #C33R hard hat. Bullard #SS6	1	50	50	\$ _____	\$ _____		
8	Full Body Harness –Small. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps. Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.	1	10	10	\$ _____	\$ _____		

9	Full Body Harness – Medium. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps. Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.	1	10	10	\$ _____	\$ _____		
10	Full Body Harness – Large. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps. Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.	1	10	10	\$ _____	\$ _____		
11	Full Body Harness –Extra-Large 1X. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps. Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.	1	10	10	\$ _____	\$ _____		
12	Full Body Harness – Extra-large 2X. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps. Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.	1	10	10	\$ _____	\$ _____		
13	Full Body Harness – Extra-large and 3X. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps. Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.	1	10	10	\$ _____	\$ _____		
14	Full Body Harness – Extra-large and 4X. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps. Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.	1	10	10	\$ _____	\$ _____		
15	Full Body Harness – Extra-large and 5X. Full body harness, polyester webbing, 420-425 lb. capacity rating, back & shoulder D-rings, tongue buckle leg straps.	1	10	10	\$ _____	\$ _____		



	Must comply with ANSI/OSHA standards. Evaluation will also include comfort features on body contact points.							
16	Lanyard 25 ft safety rope snap loop ends. Miller – no substitutions	1	95	95	\$ _____	\$ _____		
17	Dust Mask with exhale valve – must meet NIOSH N95 standard	1	250	250	\$ _____	\$ _____		
18	Particulate filter 3M 2091 NIOSH approved P100 - two in a pack.	2	100	200	\$ _____	\$ _____		
19	Respirator 3M 6100 or equal – dual element with interchangeable filters. Face piece only	1	12	12	\$ _____	\$ _____		
20	Respirator 3M 6200 or equal– dual element with interchangeable filters. Face piece only	1	24	24	\$ _____	\$ _____		
21	Respirator 3M 6300 or equal – dual element with interchangeable filters. Face piece only	1	36	36	\$ _____	\$ _____		
22	Respirator cleaning wipes (box of 100)	1	20	20	\$ _____	\$ _____		
23	Ear muff – 3M 330-3001 ear #1000 or equal	1	75	75	\$ _____	\$ _____		
24	Ear muff, Aearo E.A.R. Model 1000 Muff NRR 20db or equal	1	150	150	\$ _____	\$ _____		
25	Ear-plug corded – 26dB – Sperian qd-30rc or equal.	50	560	28000	\$ _____	\$ _____		
26	Safety Glasses – Black frames with gray anti-fog lens (SB1820ST).Pyramex Venture II or equal. Must meet ANSI Z87 + standard.	1	400	400	\$ _____	\$ _____		
27	Safety Glasses – Black frames with clear mirror lens. 4800B-AFGY. Pyramex Venture II equal. Must meet ANSI Z87 + standard.	1	450	450	\$ _____	\$ _____		
28	Safety goggles all safe-g211-13sg/10115 or equal	1	60	60	\$ _____	\$ _____		
29	Safety Vests with reflectorized vertical stripes. (1X) Must meet ANSI/ISEA 107-2010; class 3/level 2 Color: high visibility yellow.	1	100	100	\$ _____	\$ _____		
30	Safety Vests with reflectorized vertical stripes. (2X) Must meet ANSI/ISEA 107-2010; class 3/level 2; Color: high visibility yellow.	1	50	50	\$ _____	\$ _____		
31	Safety Vests with reflectorized vertical stripes. (3X) Must meet ANSI/ISEA 107-2010; class 3/level 2; Color: high visibility yellow.	1	50	50	\$ _____	\$ _____		
32	Safety Vests with reflectorized vertical stripes. (4X) Must meet ANSI/ISEA 107-2010; class 3/level 2; Color: high visibility yellow.	1	15	15	\$ _____	\$ _____		

33	Safety Vests with reflectorized vertical stripes. (5X) Must meet ANSI/ISEA 107-2010; class 3/level 2; color: high visibility yellow.	1	7	7	\$ _____	\$ _____		
34	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. Small Tingley Part numbers. Jacket; J53122, Bib overall: 053122, Bag: B53102	1	20	20	\$ _____	\$ _____		
35	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. Medium Tingley Part numbers. Jacket; J53122, Bib overall: 053122, Bag: B53102	1	40	40	\$ _____	\$ _____		
36	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. Large Tingley Part numbers. Jacket; J53122, Bib overall: 053122, Bag: B53102	1	120	120	\$ _____	\$ _____		
37	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. X-Large Tingley Part numbers. Jacket; J53122, Bib overall: 0 53122, Bag: B53102	1	100	100	\$ _____	\$ _____		
38	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. XX-Large Tingley Part numbers. Jacket; J53122, Bib overall: 0 53122, Bag: B53102	1	75	75	\$ _____	\$ _____		
39	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. 3X-LargeTingley Part numbers. Jacket; J53122, Bib overall:0 53122, Bag: B53102	1	100	100	\$ _____	\$ _____		
40	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. 4X-Large.Tingley Part numbers. Jacket; J53122, Bib overall:0 53122, Bag: B53102	1	20	20	\$ _____	\$ _____		
41	Rain- suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. 5x-LargeTingley Part numbers. Jacket; J53122, Bib overall:0 53122, Bag: B53102	1	50	50	\$ _____	\$ _____		
42	Rain-suit combined as a set in a fluorescent lime-green bag. Set to be defined as a jacket, bib overall & carry bag. 6X-LargeTingley Part numbers. Jacket; J53122, Bib overall: 053122, Bag: B53102	1	5	5	\$ _____	\$ _____		

43	Boot Liner size small fits 5-7. Servus #28000 or equal, pair	1 PR	2	2	\$ _____	\$ _____		
44	Boot Liner size medium fits 8-9. Servus #28000 or equal, pair	1 PR	35	35	\$ _____	\$ _____		
45	Boot Liner size large fits 10-11. Servus #28000 or equal, pair	1 PR	85	85	\$ _____	\$ _____		
46	Boot Liner size X-Large fits 12-13 Servus #28000 or equal, pair.	1 PR	45	45	\$ _____	\$ _____		
47	Knee Boots, Size 5 Ongaard Number 89682 or equivalent	1 PR	5	5	\$ _____	\$ _____		
48	Knee Boots, Size 6 Ongaard Number 89682 or equivalent	1 PR	5	5	\$ _____	\$ _____		
49	Knee Boots, Size 7 Ongaard Number 89682 or equivalent	1 PR	5	5	\$ _____	\$ _____		
50	Knee Boots, Size 8 Ongaard Number 89682 or equivalent	1 PR	20	20	\$ _____	\$ _____		
51	Knee Boots, Size 9 Ongaard Number 89682 or equivalent	1 PR	50	50	\$ _____	\$ _____		
52	Knee Boots, Size 10 Ongaard Number 89682 or equivalent	1 PR	70	70	\$ _____	\$ _____		
53	Knee Boots, Size 11 Ongaard Number 89682 or equivalent	1 PR	75	75	\$ _____	\$ _____		
54	Knee Boots, Size 12 Ongaard Number 89682 or equivalent	1 PR	60	60	\$ _____	\$ _____		
55	Knee Boots, Size 13 Ongaard Number 89682 or equivalent	1 PR	45	45	\$ _____	\$ _____		
56	Knee Boots, Size 14 Ongaard Number 89682 or equivalent	1 PR	20	20	\$ _____	\$ _____		
57	Hip Boots, Size 6. Rainfair # 24009091 or equivalent	1 PR	5	5	\$ _____	\$ _____		
58	Hip Boots, Size 7. Rainfair # 24009091 or equivalent	1 PR	5	5	\$ _____	\$ _____		
59	Hip Boots, Size 8. Rainfair # 24009091 or equivalent	1 PR	20	20	\$ _____	\$ _____		
60	Hip Boots, Size 9. Rainfair # 24009091 or equivalent	1 PR	50	50	\$ _____	\$ _____		
61	Hip Boots, Size 10. Rainfair # 24009091 or equivalent	1 PR	70	70	\$ _____	\$ _____		
62	Hip Boots, Size 11. Rainfair # 24009091 or equivalent	1 PR	75	75	\$ _____	\$ _____		
63	Hip Boots, Size 12. Rainfair # 24009091 or equivalent	1 PR	60	60	\$ _____	\$ _____		
64	Hip Boots, Size 13. Rainfair # 24009091 or equivalent	1 PR	45	45	\$ _____	\$ _____		
65	Hip Boots, Size 14. Rainfair # 24009091 or equivalent	1 PR	20	20	\$ _____	\$ _____		
66	Shoe Studs - Stud type. Servus brand SR101 or equal; Size: Small/Medium. Women's.	1	15	15	\$ _____	\$ _____		
67	Shoe Studs - Stud type. Servus brand SR101 or equal. Size: large. Women's.	1	15	15	\$ _____	\$ _____		
68	Shoe Studs - Stud type. Servus brand SR101 or equal. Size: X- large. Women's.	1	10	10	\$ _____	\$ _____		

69	Shoe Studs - Stud type. Servus brand SR101 or equal. Size: small/ medium. Men's.	1	15	15	\$ _____	\$ _____		
70	Shoe Studs - Stud type. Servus brand SR101 or equal. Size: Large. Men's.	1	25	25	\$ _____	\$ _____		
71	Shoe Studs - Stud type. Servus brand SR101 or equal. Size: X-Large. Men's.	1	15	15	\$ _____	\$ _____		
72	Shoe Studs - Stud type. Servus brand SR101 or equal. Size: XX- Large. Men's.	1	10	10	\$ _____	\$ _____		
73	White Disposable Protective Coveralls (box of 25) Size Medium TY120SWHMD002500 Tyvek or equal	25	1	25	\$ _____	\$ _____		
74	White Disposable Protective Coveralls (box of 25) Size Large TY120SWHLG002500 Tyvek or equal	25	2	50	\$ _____	\$ _____		
75	White Disposable Protective Coveralls (box of 25) Size X-large TY120SWHXL002500 Tyvek or equal	25	3	75	\$ _____	\$ _____		
76	White Disposable Protective Coveralls (box of 25) Size 2X-large TY120SWH2X002500 Tyvek or equal	25	2	50	\$ _____	\$ _____		
77	White Disposable Protective Coveralls (box of 25) Size 3X-large TY120SWH3X002500 Tyvek or equal	25	1	25	\$ _____	\$ _____		
78	White Disposable Protective Coveralls (box of 25) Size 4X-large TY120SWH4X002500 Tyvek or equal	25	1	25	\$ _____	\$ _____		
79	White Disposable Protective Coveralls (box of 25) Size 5X-large TY120SWH5X002500 Tyvek or equal	25	1	25	\$ _____	\$ _____		
80	White Disposable Protective Coveralls w/ Hoods (box of 25) Size Medium TD127SWBMD0025CM Tyvek or equal	25	1	25	\$ _____	\$ _____		
81	White Disposable Protective Coveralls w/ Hoods (box of 25) Size Large TD127SWBLG0025CM Tyvek or equal	25	2	50	\$ _____	\$ _____		

82	White Disposable Protective Coveralls w/ Hoods (box of 25) Size X-large TD127SWBXL0025CM Tyvek or equal	25	3	75	\$ _____	\$ _____		
83	White Disposable Protective Coveralls w/ Hoods (box of 25) Size 2X-large TD127SWB2X0025CM Tyvek or equal	25	2	50	\$ _____	\$ _____		
84	White Disposable Protective Coveralls w/ Hoods (box of 25) Size 3X-large TD127SWB3X0025CM Tyvek or equal	25	1	25	\$ _____	\$ _____		
85	White Disposable Protective Coveralls w/ Hoods (box of 25) Size 4X-large TD127SWB4X0025CM Tyvek or equal	25	1	25	\$ _____	\$ _____		
86	White Disposable Protective Coveralls w/ Hoods (box of 25) Size 5X-large TY127SWH5X002500 Tyvek or equal	25	1	25	\$ _____	\$ _____		
87	White Disposable Protective Pants (box of 50) Size Medium TY350SWHMD005000 Tyvek or equal	50	1	50	\$ _____	\$ _____		
88	White Disposable Protective Pants (box of 50) Size Large TY350SWHLG005000 Tyvek or equal	50	2	100	\$ _____	\$ _____		
89	White Disposable Protective Pants (box of 50) Size X-large TY350SWHXL005000 Tyvek or equal	50	3	150	\$ _____	\$ _____		
90	White Disposable Protective Pants (box of 50) Size 2X-large TY350SWH2X005000 Tyvek or equal	50	2	100	\$ _____	\$ _____		
91	White Disposable Protective Pants (box of 50) Size 3X-large TY350SWH3X005000 Tyvek or equal	50	1	50	\$ _____	\$ _____		
92	White Disposable Protective Pants (box of 50) Size 4X-large TY350SWH4X005000 Tyvek or equal	50	1	50	\$ _____	\$ _____		
93	White Disposable Protective Pants (box of 50) Size 5X-large TY350SWH5X005000 Tyvek or equal	50	1	50	\$ _____	\$ _____		
94	White Disposable Bouffant Cap (box of 250) Size Dia 21.5-inches IC729SWH0002500B Tyvek or equal	250	2	500	\$ _____	\$ _____		

95	White Disposable Shoe Covers Slip Resistant (box of 200) Size Universal TY450SWH00020000 Tyvek or equal	250	4	800	\$ _____	\$ _____		
<b>Section 3: Personal Protection Sub Total</b>						\$ _____		

Purchase of Additional Items not listed on Exhibit A.

The City may purchase safety related items not listed on Exhibit A from the seller's catalog or manufacturer's catalog at a % off catalog price. Please provide the name and date of catalog below as well as the allowed discount.

Catalog names and dates

% discount off list price

\_\_\_\_\_

\_\_\_\_\_ % discount

\_\_\_\_\_

\_\_\_\_\_ % discount

\_\_\_\_\_

\_\_\_\_\_ % discount

It is preferred that the catalog (s) noted above be submitted with Your Bid. However, if catalog (s) is not available at time of Bid, catalog(s) must be provided within 10 Days after notification that Your Bid was accepted by the City. An updated catalog (s) must be provided with each renewal. Items purchased out of the new catalog (s) will be at the same discounted price noted above. During the term of the contract, additional items not listed on Exhibit A can only be made from the catalogs submitted.

**THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.**

**Annual Price Adjustment.** The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods:

- 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: \_\_\_\_\_ %.

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

## Addenda

The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

Addenda #

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

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

- ☐ Sole Proprietorship      ☐ Limited Partnership  
☐ Partnership      ☐ Limited Liability Partnership  
☐ Corporation      ☐ Limited Liability Limited Partnership  
☐ Limited Liability Company      ☐ 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: \_\_\_\_\_



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

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

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:  
**(Seller's Authorized Agent)**

1. I am the Authorized Agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the proposal to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
  - a. to any collusion among Bidders in restraint of freedom of competition by agreement to respond at a fixed price or to refrain from responding,
  - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
  - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the City of Tulsa own an interest in the Bidders business which is less than a controlling interest, either direct or indirect.  
\_\_\_\_\_
5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

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

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

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

My Commission Expires: \_\_\_\_\_

Notary Commission Number: \_\_\_\_\_

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

## PURCHASE AGREEMENT

(Page 1 of 5)

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

**THIS PURCHASE AGREEMENT** is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA 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# 443F Safety 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.**

- 1.1. **"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.
- 1.2. **"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.
- 1.3. **"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.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"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.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: [www.cityoftulsa.org/purchasing](http://www.cityoftulsa.org/purchasing)

- 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

(Page 2 of 5)

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 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.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

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 Supplies, 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. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **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.
13. **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.

## PURCHASE AGREEMENT

(Page 3 of 5)

14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller 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.
15. **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.).
16. **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.
17. **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 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).
18. **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.
19. **Payment.** Invoices should be e-mailed to the 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.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

20. **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. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **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.
22. **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:  

To Seller:	To CITY:	Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form. 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
23. **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

## PURCHASE AGREEMENT

(Page 4 of 5)

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.

24. **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.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **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.
29. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
30. **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.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope 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.
32. **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.
33. **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.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 34.1. 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;
  - 34.2. 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;
  - 34.3. 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;

## PURCHASE AGREEMENT

(Page 5 of 5)

34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and

34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

36. **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.

**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

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

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

APPROVED:

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



## 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 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. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

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

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 5-8	
Specifications	3-4	
Insurance Requirements	8	
References (if applicable)	9	
EXHIBIT A: Delivery and Pricing	10-22	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	23	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	24-28	



## PACKING LABEL

### 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# TAC443F

BID DESCRIPTION: Safety 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 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.