

# Invitation for Bid (IFB)

## TAC 962H

**Supplies Requested:** Aqua Ammonia (Liquid Ammonium Hydroxide)

**Department:** Water and Sewer

**NIGP Commodity Code(s):** 180-12

### Solicitation Schedule

EVENT	DATE
IFB Issue Date	11/22/2023
Pre-Bid Conference <b>VIRTUAL – TEAMS MEETING</b>	Wednesday 12/6/23 at 2:00 pm Invite will be sent out 12/4/23
Deadline for Questions <i>Submitted to assigned Buyer via email.</i>	12/11/2023 <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>	12/20/2023

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

Donny Tiemann, Project Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)  
*All questions should be emailed with IFB **TAC 962H** 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 goal of this procurement is to secure a source that will furnish Aqua Ammonia (Liquid Ammonium Hydroxide) for use at the City's A.B. Jewell and Mohawk Water Treatment Plants by the City's 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 **Aqua Ammonia (Liquid Ammonium Hydroxide)** for use in the treatment of potable water at the City's A. B. Jewell and Mohawk Water Treatment Plants (WTP).

### **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.

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

### **DELIVERY GUARANTEE:**

Bidders are required to submit guarantee statements of product availability. Please review the Sample of Manufacturer Commitment on page 11 and submit completed Attachment A on the manufacturer's letterhead with your Bid.

### **POINT OF DELIVERY:**

Delivery will be to the specific Water Treatment Plant in Tulsa, Oklahoma that submits the order:

- Mohawk Water Treatment Plant, 3600 E Mohawk Boulevard, Tulsa, OK 74115
- A.B. Jewell Water Treatment Plant, 18707 E 21st Street, Tulsa, OK 74134

### **METHOD OF DELIVERY:**

1. Aqua Ammonia shall be delivered in bulk quantities of liquid (19%) only. **Unloading and placing into storage shall be the responsibility of the Seller. The unloader shall wear sufficient personal protective equipment (PPE) during the entire unloading process.** For safety reasons, a plant operator will be present during connection/disconnection of hoses for bulk filling.
2. Aqua Ammonia shall be shipped in trailers that meet U.S. Department of Transportation (US-DOT) specifications, and that are constructed of material that is compatible with the product. Trailers shall be placarded in accordance with US-DOT regulations.
3. If the Seller uses Aqua Ammonia dedicated trailers, they shall furnish to the City a current written list of all Aqua Ammonia dedicated trailers prior to the first shipment of product, or at any time at the request of the City, and all Aqua Ammonia shipments shall be made in those trailers. If Seller does not have dedicated trailers, then all shipments shall be accompanied by a certified cleaning certificate. Shipments in non-dedicated trailers, that are not accompanied by a certified cleaning certificate, shall be rejected and returned to the Seller at no charge to the City of Tulsa.
4. Before unloading, plant operators will collect samples to determine the concentration of the Aqua Ammonia. All samples will be retained for not less than 30 days after the date of delivery.

5. All documents, including shipping invoice, certificate of analysis, bill of lading, certificate of cleaning (if applicable), weigh tickets, delivery confirmation form, and final invoice shall contain the same identical order number unique for each load delivered.
6. **All shipments shall be accompanied by the following:**
  - a. Shipping Manifest/Bill of Lading
  - b. Certificate of Analysis
  - c. Safety Data Sheet (SDS)
  - d. Certificate of Cleaning (if applicable)
  - e. Weighmaster's Certificate of Weight and Measure. **The City will make payment only on weights obtained from certified scales at acceptable locations as listed in the following paragraphs:**
    - i. Bulk shipments to A.B. Jewell shall be weighed before and after offloading at a certified scale located no more than 30 miles from the A.B. Jewell facility. The same certified scale shall be used for before and after offloading weights. See "A.B. Jewell Weighing Procedure."
    - 1) A construction project for the installation of the A.B. Jewell WTP certified truck scale is in progress and may be completed during the life of this Agreement, or any renewals of the same. Once this scale is operational, it will be the primary scale for weighing A.B. Jewell bulk shipments, and the "A.B. Jewell Weighing Procedure" will be obsolete.
    - ii. Bulk shipments to **Mohawk** shall be weighed before and after offloading at the scales onsite.
8. **A.B. Jewell Weighing Procedure**
  - a. The driver of the shipment must first weigh the truck (loaded, or "heavy" weight) and obtain a weigh ticket at a certified scale located no more than 30 miles from the A.B. Jewell facility.
  - b. The driver delivers and unloads the shipment at A.B. Jewell.
  - c. The driver returns to the scale where the loaded or "heavy" weight was taken.
  - d. The empty, or "light" weight is taken, and the weigh ticket is updated.
  - e. Driver, or Seller, emails weigh ticket to A.B. Jewell: [ABJChemDel@cityoftulsa.org](mailto:ABJChemDel@cityoftulsa.org)

### **SECURITY:**

1. Before the truck leaves the terminal, the Seller needs to notify the appropriate plant that the delivery is en route by emailing the completed Attachment B, Delivery Confirmation Form incorporated into the Specifications by this reference. (Please review the contact list and delivery confirmation form at the end of this Specification).
2. The Seller must provide the name of the driver making the delivery, so that City personnel can match the driver's photo ID upon arrival.
3. All trailers must be sealed with security tag(s), marked by the Seller with unique serial numbers. Security tag(s) must be placed on all trailer access points to the chemical to verify

no tampering occurred during transit. The security tag serial number(s) must be included on the "Delivery Confirmation Form" (see # 1 in this section).

4. The Bill of Lading that accompanies the shipment must contain all of the same information listed here, including a unique Bill of Lading number, the security tag serial number(s) and tractor/trailer numbers.
5. Discrepancies in any of these procedures could result in the load being refused or could result in the delay of unloading of product. Unloading delays due to a discrepancy shall be charged to the Seller.

#### **UNLOADING DURATION:**

Unloading time shall be free of charge for a minimum of four (4) hours, beginning upon arrival of the cargo trailer at the designated plant, **with proper certification**, and ending upon its departure from the property. Additional charges for each quarter of an hour beyond the four-hours of free time shall be as quoted on the Bid submittal. Each charge will be investigated and approved prior to payment. In no case will demurrage be charged if the Seller's unloading time exceeds free time through no fault of the City. No charge shall be made to the City of Tulsa for rejected shipments.

#### **TIME OF DELIVERY:**

Deliveries shall be within five (5) calendar days after receipt of orders at such intervals as required by the respective Plant Superintendents or Operations Supervisors. Deliveries shall be made Monday through Friday between the hours of 7:00 a.m. and 3:30 p.m., unless otherwise approved in advance by the respective plant superintendent or operations supervisor. **Note: Deliveries may not be made on City recognized holidays. A list of the holidays is available upon request.**

#### **SPILLS:**

If during delivery and unloading the Seller causes chemicals to be spilled or otherwise improperly discharged from storage vessels, piping, hoses, and connections, the Seller shall contain, clean up, and return the site to the condition existing before the spill. The City shall not be liable for the costs of containment, clean up, and returning the site to the pre-spill conditions. The Seller shall notify the City immediately in the case of a spill or accident. If a spill is detected by City personnel after a delivery has been made and it has not been contained, cleaned up, or disposed of, the City will immediately contain, clean up, and return the site to the condition existing before the spill. The Seller shall in this case be liable for the cost of containment, clean up, and returning the site to the pre-spill conditions.

## **2. Specifications**

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

### **REFERENCE SPECIFICATIONS:**

Aqua Ammonia (Liquid Ammonium Hydroxide) shall comply with the requirements of the Safe Drinking Water Act and other federal regulations for potable water, as applicable.

All provisions of the **American Water Works Association (AWWA) Standard for Aqua Ammonia (Liquid Ammonium Hydroxide), ANSI/AWWA B306-22, or its most recent version**, shall apply to this specification as minimum standards. Where standards elsewhere in these Specifications differ from those in the ANSI/AWWA B306 standard, the more stringent standards shall apply.

Aqua Ammonia (Liquid Ammonium Hydroxide) is a direct additive used in the treatment of potable water. The product must be certified as suitable for contact with drinking water or treatment of drinking water by an accredited certification organization in accordance with **NSF/ANSI Standard 60: Drinking Water Treatment Chemicals – Health Effects**. The evaluation of the Aqua Ammonia shall be accomplished in accordance with requirements that are no less restrictive than those listed in NSF/ANSI Standard 60.

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

### **PERCENT AQUA AMMONIA CONTENT:**

The delivered Aqua Ammonia (19% ammonia concentration by weight) must have a specific gravity within the range of 0.9265 to 0.9322 at 60° F. The plant operators will test the specific gravity after delivery. If the analysis by the City indicates that the delivered Aqua Ammonia is less than the minimum concentration, the City will submit the analysis report to the Seller and require the Seller to adjust the cost of the Aqua Ammonia to reflect the concentration of the delivered product. The Seller must make a payment or a refund to the City within thirty calendar days after receipt of the invoice or credit memorandum. If the Seller disagrees with the laboratory results from the City, the City will submit a sample to an independent laboratory for analysis. The Seller will assume the costs of the independent laboratory's fees. The City will support the independent laboratory's results if all quality control and quality assurance procedures are followed.

### **HAZARD COMMUNICATION STANDARD:**

The Bidder **shall provide** an applicable Safety Data Sheet (SDS) with the Bid. The Seller shall provide an applicable SDS for every shipment delivered under the executed Agreement. The SDS shall follow the 16-section format as described in the Hazard Communication Standard set forth in 29 CFR 1910.120, and as it is adopted by incorporation, with listed exceptions, in the Oklahoma Occupational Health and Safety Administrative Rules set forth in O.A.C. 380:40-1-2.

### **AFFIDAVIT OF COMPLIANCE:**

An Affidavit of Compliance (see Form # 1) **shall accompany** the Bid submission and the executed Agreement stating that all products furnished under this Specification comply with the requirements of the AWWA Standard for Aqua Ammonia (Liquid Ammonium Hydroxide) ANSI/AWWA B306-22, or its most recent revision.

### **QUANTITY:**

The estimated annual quantity of Aqua Ammonia is listed below. The estimate is given for informational purposes only. The Seller should not consider this estimate to guarantee a minimum or maximum amount. Neither an under-run, nor an over-run, regardless of extent, in the actual quantity delivered compared to the estimated quantity listed below shall entitle the Seller to an adjustment in the unit price or to any other compensation.

- A.B. Jewell Water Treatment Plant – 400 tons (liquid 19%) - bulk
- Mohawk Water Treatment Plant– 275 tons (liquid 19%) - bulk

### **CERTIFICATE OF ANALYSIS:**

A representative Certificate of Analysis (CoA) shall be submitted with the Bid. A lot-specific Certificate of Analysis shall accompany each product shipment. The CoA required for both the Bid response and with each shipment shall include, at a minimum, the following information, to include units:

- Name of Product
- Lot Number, or equivalent identifier
- Date
- Appearance
- Ammonia (NH<sub>3</sub>) concentration (Purity) % by weight
- Printed name or signature of the certifier

### **QUALITY:**

All Aqua Ammonia product that is supplied to the City shall meet the following quality parameter requirements:

1. Aqua Ammonia is a solution of anhydrous ammonia and water that shall be clear and colorless and free from sediment and particles.
2. Aqua Ammonia supplied under this Agreement for water treatment must contain 19% ammonia (NH<sub>3</sub>) by weight,  $\pm$  0.9%.
3. The Aqua Ammonia shall contain no soluble material or organic substances in quantities capable of producing deleterious or injurious effects to the public consuming the water, which has been properly treated with aqua ammonia.
4. The Aqua Ammonia shall contain no more than 3 ppm (0.0003 percent) Arsenic (as As).
5. The product must meet the AWWA Standard B306-22, or its most recent revision, for Aqua Ammonia (Liquid Ammonium Hydroxide).

The Seller shall provide the most recent analysis data of the quality parameters listed in this section upon request by the City during the term of the executed Agreement.

The Bidder shall provide within the Bid a Technical Data Sheet (or Product Data Sheet, or equivalent document) that provides information regarding the general quality of the product that will be supplied to the City.



**METHOD OF PAYMENT:**

Payment of bulk deliveries shall be made for amounts delivered and determined by certified scale weights taken at an on-site scale for Mohawk deliveries and at off-site certified scales located no more than 30 miles from the A.B. Jewell facility for A.B. Jewell deliveries. **No other scale weights will be considered for payment purposes.**

Payment for Aqua Ammonia (19%) shall be made based upon 100 percent ammonia quantity calculated by the percent of solution multiplied by the net weight of the shipment. The percent solution will be stated in the Certificate of Analysis and confirmed by the City Laboratory.



**FORM # 1**

**AFFIDAVIT OF COMPLIANCE**

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

) ss.

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

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that I am the agent authorized by Seller to submit the attached bid. Affiant further states that all products furnished under this contract shall comply with all applicable requirements of American Water Works Association (AWWA) Standard for Aqua Ammonia (Liquid Ammonium Hydroxide), ANSI/AWWA B306-22, or its most recent revision.

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

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

Title: \_\_\_\_\_

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

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

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

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

**The Affidavit must be signed by an authorized agent and notarized**

**FORM #2****Technical, Managerial and Financial Capabilities**

A continuous and reliable supply of potable water is crucial to the health and economy of the City of Tulsa. Therefore, the Seller must demonstrate ability to deliver the products and services required in this IFB by providing technical and managerial information. Failure to provide the City of Tulsa with adequate information may result in the rejection of the Bid. The City of Tulsa has sole discretion to determine if information is adequate to ensure continuous and reliable service to the City.

**Technical:** Bidder must provide information for at least three Client References and two Product Specialists.

Client References must include Client name, contact person, contact information, quantity of product supplied, and years of supplying product to Client. The product supplied to each Client Reference should be the exact product, and in comparable quantities, as described in this IFB. A minimum three (3) year working relationship between Seller and each Client Reference is preferred.

**Client References** (At least three references required))

Client Name	Contact Person(s)	Contact Information		Years Supplied	Quantity Supplied
		Phone Number	Email Address		

Product Specialists have specific technical knowledge related to the product/service in this IFB. Information for each Product Specialist must include contact information, and years of experience with product/service described in this IFB. At least one of the listed Product Specialists must be a field technician that can respond to an emergency or process control problem within 24-hours of an incident or provide an estimated response time.

**Product Specialists** (at least two listings required, with one being the field technician)

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

\* Seller may retain Product Specialists through a 3rd party service contract; however, terms of Seller's 3rd party service contract are required to be submitted with Bid.

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

Years in business:

Years providing product/service per IFB:

Does Seller manufacture product?

If yes, what is Seller's manufacturing capacity?

If no, provide Supplier and Supplier's manufacturing capacity.

Does Seller own product transportation network?

If yes, provide list of transport equipment and storage facilities.

If no, provide guarantee of transportation capabilities to ensure reliable delivery to the City.

**Attachment A**

**DELIVERY GUARANTEE:**

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

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

**MANUFACTURER COMMITMENT:**

\_\_\_\_\_**(Name of Manufacturer)**\_\_\_\_\_ commits sufficient volume of Aqua Ammonia (Liquid Ammonium Hydroxide) to supply the City of Tulsa up to \_\_\_\_\_ tons of material annually, at a rate up to \_\_\_\_\_ tons/month, for the period of \_\_\_\_\_ to \_\_\_\_\_.

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

**Attachment B**



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

ATTN: OPERATIONS SUPERVISOR

Choose Delivery Point:

☐ Mohawk Water Treatment Plant

Email Form to: [MWTPChemDel@cityoftulsa.org](mailto:MWTPChemDel@cityoftulsa.org)

☐ A.B. Jewell Water Treatment Plant

Email Form to: [ABJChemDel@cityoftulsa.org](mailto:ABJChemDel@cityoftulsa.org)

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

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

\_\_\_\_\_

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

## **CITY OF TULSA CONTACTS**

### **For TAC 962H**

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

### **WATER SUPPLY SYSTEMS**

#### **Mohawk Water Treatment Plant**

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

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

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

### **Administration**

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

### 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 Cherlyn Quinn 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 and location.  
***Virtual Teams Meeting to be held on Wednesday 12/6/23 at 2:00pm.***
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 in the statutory limits required by law.

<b><u>General Liability:</u></b>	
Personal Injury And Property Damage, per occurrence	\$1,000,000.00
Product and Completed Operations	\$1,000,000.00
<b><u>Automobile Liability:</u></b>	
Combined Single Limit (CSL), per occurrence	\$1,000,000.00
<b><u>Workers' Compensation:</u></b>	
Statutory Limits	(Statutory Limits)
<b><u>Umbrella/Excess:</u></b>	
Policy shall provide excess coverage, per occurrence	\$1,000,000.00

**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
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

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: ☒ Performance Bond is Required **Amount:** 50% of the award price

**Seller Shall provide evidence of Bond prior to the commencement of this agreement.**

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:

3 Client References, 2 Product Specialists (See Page 10)

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

**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.

You agree to sell City the following Supplies and/or Services according to the fixed prices shown below. You must state the total cost necessary to provide all Supplies and/or Services, including all shipping F.O.B. Tulsa, Oklahoma (prepaid freight), but excluding all federal excise and state sales taxes from which City is exempt.

**Pricing:**

**Bidders shall provide prices for all items. The Bid price shall be based on estimated quantities as shown in the Estimated Annual Quantities Section of Exhibit A. Prices shall include delivery and any deposit / rental fee for containers.**

**Any other charges not specifically asked for by City must be included by Bidder to meet the requirements of the Exhibit A Delivery and Pricing of the Agreement.**

Item	Description	Estimated Annual QTY	Unit of Measure	Unit Cost	Extended Cost (Qty x Unit Cost)
1.	Aqua Ammonia (19%) Bulk (price per ton)	675	Liquid Ton	\$	\$
2.	¼ hour beyond the 4-hour delivery time	8	¼ hours	\$	\$
<b>TOTAL EXTENDED COST NOT TO EXCEED:</b> (All costs must be included or Your Bid will be disqualified)				\$ _____	

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

**TAC 962H Aqua Ammonia (Liquid Ammonium Hydroxide)**

(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

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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 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

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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

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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

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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, 14-16	
Specifications	3-8	
Affidavit of Compliance	9	
Technical & Managerial Capabilities (References)	10	
Attachment A Delivery Guarantee	11	
Attachment B Delivery Confirmation Form	12	
City of Tulsa Contacts	13	
Certificate(s) of Insurance	17-18	
EXHIBIT A: Delivery and Pricing	19-20	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	21	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	22-26	
<b><u>Bidder Shall Include the Following:</u></b> A Copy of the SDS (Safety Data Sheet) A Certificate of Analysis A Technical Data Sheet or Product Data Sheet or equivalent document		

## PACKING LABEL

### Top Left Hand Corner of Label

**FROM: [Name]**

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

**FROM:**

### **City of Tulsa – City Clerk's Office**

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

Tulsa, OK, 74103

### **Bidder Submission For:**

BID# TAC 962H

BID DESCRIPTION: Aqua Ammonia (Liquid Ammonium Hydroxide)

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.