

Invitation for Bid (IFB)

TAC 1397

Supplies or Services Requested: Liquid Sludge Hauling Services

Department: Water and Sewer

NIGP Commodity Code(s): 958-12

Solicitation Schedule

EVENT	DATE
IFB Issue Date	02/25/2026
Optional Pre-Bid Conference <i>Email atune@cityoftulsa.org for link to Teams Meeting</i>	03/05/2026 at 10:00 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	03/09/2026 <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>	03/18/2026

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

Angie Tune, Senior Buyer | atune@cityoftulsa.org
*All questions should be emailed with **TAC 1397** on the subject line.*

Submit Bids (sealed) to:

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

*Bids (2 total:1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above) and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



Tulsa CITY OF
 A New Kind of Energy.

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source to provide Liquid Sludge Hauling Services for use by the Water and Sewer Department of the City of Tulsa.

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-VI) 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, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) 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 certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature. (See IFB Section VI for sample of a Certificate of Secretary)
- **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)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature. (See Section VI for sample of a Consent of Members)

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 Liquid Sludge Hauling Services for use by 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.

1.0 GENERAL:

Haikey Creek Wastewater Treatment Plant (WWTP) generates waste activated sludge from the treatment of wastewater. This waste activated sludge must be transferred to Southside WWTP, where it can be further treated to produce Class "B" biosolids. Services will be for the transportation of liquid sludge from Haikey Creek WWTP to Southside WWTP. Haikey Creek WWTP is located at 11602 E. 151st South, Broken Arrow, OK 74011 (see Figure 1). Southside WWTP is located at 5300 S. Elwood Ave., Tulsa, OK 74107 (see Figure 2).

- 1.1 The Seller agrees to load, transport, and unload, as required, liquid sludge stored within the holding tank at the Haikey Creek facility.

Currently, approximately 60,000 gallons of liquid sludge are transported each day from Haikey Creek WWTP to Southside WWTP. The quantity stated in Exhibit A, Delivery and Pricing, is an estimate to be used for bidding purposes only. The Seller will be paid per 1,000-gallon units and must provide sufficient labor, equipment, and materials to load and transport the liquid sludge from the Haikey Creek WWTP to the Southside WWTP where it will be offloaded into the waste activated sludge holding tank as required within this Agreement.

- 1.2 Any contact with City Employees or Officials, other than the assigned Project Buyer, for or about this solicitation will disqualify Your Proposal and it shall be deemed non-responsive. Upon execution of this contract, the City's contact person during the term of this Agreement will be Steven Meier, Support Services Manager, Water and Sewer Department (herein referred to as the "Engineer").

2.0 QUALIFICATION REQUIREMENTS FOR LIQUID SLUDGE HAULING

- 2.1 The Seller shall have performed three (3) projects similar in scope, and in accordance with all applicable laws and ordinances and shall hold a current applicable license to perform such services.

2.2 The Seller shall provide the following information for qualification with the Bid.

2.2.1 Experience in loading, pumping, transporting, and unloading. It is not required that the Seller have experience in the State of Oklahoma. Provide a reference list of at least three (3) similar projects, showing:

- a) Locations
- b) Distance hauled
- c) Size and type of trucks and tankers used on work
- d) Quantities hauled
- e) Materials hauled
- f) Contact name and phone number

3.0 LIQUID SLUDGE HAULING

3.1 Seller shall load the required amount of liquid sludge from Haikey Creek WWTP and transport it to Southside WWTP where it will be offloaded into the waste activated sludge holding tank. This is currently done by City of Tulsa staff using 6,000-gallon tankers. At the Haikey Creek facility, there is a platform where tankers can pull under. Clearance to pull under the platform is 11' 5". A stairway then leads to access to the top of the tanker where the cover to the tanker is opened and a six-inch hose is placed into the top of the tanker. A pump is turned on, which transfers liquid sludge from the holding tank into the tanker (See Figure 3). After the tanker lid is sealed up, a garden hose sprayer can be used to clean off the top of the tanker and hose. The liquid sludge is then hauled on the 23-mile one-way trip to the Southside Wastewater facility. At Southside WWTP, the sludge is drained into a holding tank that is near ground level. This is currently done by City of Tulsa staff by using a hose with a six-inch female camlock connector that connects to the back of the tanker truck's six-inch male camlock port (See Figure 4). A water hose is used after completion of draining the sludge to rinse down the drain hose and camlock port to ensure liquid sludge is not deposited onto city roadways.

3.2 Seller shall be responsible for the loading, transportation, and offloading of liquid sludge including all other operational incidentals in accordance with this Agreement.

3.3 Any transportation of liquid sludge by Seller shall be done in vehicles or equipment that contains the sludge in a manner to avoid the possibility of dripping, spilling, scattering, or leaking onto the roadway. Should mishaps occur for any reason, the Seller shall be responsible for cleaning up any such liquid sludge or other material to the satisfaction of the City and other authorities having jurisdiction in accordance with Section 15.0 – Spill Prevention and Control Plan.

3.4 The Seller shall provide details on the manufacturer volume held by each tanker trailer hauling the sludge for verification. Details may be provided on a manufacturer's plate attached to the tanker trailer or any other means approved by the City.

3.5 All vehicles and equipment shall be adequately cleaned prior to contact with the sludge to avoid potential cross contamination of previously hauled materials.

3.6 Upon notification that removal operations may commence, the Seller shall commence removal operations at the minimum gallons of sludge per day within **48 hours** following notification.

- 3.7 All vehicles transporting liquid sludge shall not exceed the maximum allowable load limit (pounds) of any road or bridge being used.
- 3.8 The Seller shall haul sludge evenly through the workday. Haikey Creek WWTP is operated by staff from 06:00 a.m. to 4:30 p.m. At a minimum, fifty percent of the sludge shall be hauled to Southside WWTP by 11:00 a.m. each workday.
- 3.9 Each plant has designated facilities to allow loading and unloading within 15 minutes.
- 3.10 All haul routes to and from Haikey Creek WWTP and Southside WWTP shall be selected by the Seller. The City will not pay for any turnpike fees. Highway access between the two facilities contains the Creek Turnpike, which is a toll road. As of the writing of this IFB the cost of using a tanker truck to access Haikey Creek WWTP from Southside via Highway 75 to 129th or Olive via the Creek Turnpike is \$4.79 per trip with a PikePass. Accessing Haikey Creek from Southside WWTP via I-44 to the Broken Arrow Expressway and connecting at US-169 followed by transferring to the Creek Turnpike and exiting at 129th/Olive is \$1.81 per trip with a PikePass.
- 3.11 Documentation of the amount of sludge hauled will be supported by the amount of time that the sludge loading pump runs at Haikey Creek WWTP. The meter reading for this pump will be sent to the Engineer daily by Plant staff. This will be used to calculate loading times, which will support haul logs.
- 3.12 Security at the facility will require badge access to enter facility gates. The Seller will ensure that all individuals needing access to the facilities complete both the Access Card form and Background and Prescreen form. These forms can be obtained from the Engineer. Send the completed forms to the Engineer to get approval by the City. The Seller should try to complete these forms prior to starting the project to avoid delays in obtaining their personnel access to the facility. The City will provide a contractor badge to each individual requesting access. If the individual loses their card, replacement cost will be on the Seller to obtain a new access card. At the time of this IFB, the replacement cost is \$15 per card. Damaged cards will be replaced by the City at no cost.

4.0 BID ITEMS

- 4.1 Labor, equipment, and materials necessary for the loading, transportation, and unloading liquid sludge between Haikey Creek WWTP and Southside WWTP per the Agreement. Bid is unit price per 1,000-gallons.
 - 4.1.1 The services under this item shall consist of the labor, equipment, and materials to load the sludge stored in the holding tank at Haikey Creek WWTP, transport the sludge to Southside WWTP, and unload the sludge into the waste activated sludge holding tank as described in this Agreement. Typically, 60,000 gallons will be hauled each day. However, as few as 30,000 gallons per day up to 84,000 gallons per day may be requested by the City.
 - 4.1.2 **PAYMENT:** Payment for this item shall be made at the unit price per 1,000-gallons of liquid sludge loaded, transported, and unladed to the extent given in 4.1.1. The quantity stated in Exhibit A – Delivery and Pricing is an estimate to be used for bidding purposes only. The actual pay quantity will be based upon the volume of liquid sludge to be hauled

as requested by the City made just prior to commencing work under this Agreement. No reimbursement shall be made for any sludge hauled beyond what was assigned.

4.1.3 The Seller will determine their route to and from each facility. The City will not pay for any turnpike fees or mileage. All transportation costs shall be incorporated into the Seller's unit price per 1,000-gallons hauled.

5.0 MISCELLANEOUS PROVISIONS

- 5.1 The Seller shall furnish all labor, equipment, and materials including water except as designated herein.
- 5.2 Seller shall strictly observe precautions stated in Section 15.0 – Spill Prevention and Control Plan.
- 5.3 Seller must collect a sample each morning in a supplied 500 mL bottle that the City will send to its laboratory for total solids analysis. The collected sample will be placed in the ice chest at the bottom of the loading platform. The sample collected each day is used to calculate dry tons of material for the annual sludge Discharge Monitoring Report. Additionally, this sample is used to build a monthly composite sample that is tested for 40 CFR 503 metals. Figure 5 shows a certificate of analysis of this material to document to the Seller(s) that material that is being transported
- 5.4 The City may delay or suspend the hauling of sludge prior to the end of the established workday if equipment failure occurs or the sludge hinders operation at the plant.
- 5.5 It is understood that in inclement weather such as icy conditions or lightning the Seller may halt operations until the inclement weather has passed.
- 5.6 The pipe used to transport the liquid sludge from the holding tank to the elevated platform has a portion that is on the inside of the eastern wall of the tank. During subfreezing weather, the material in this pipe can freeze up and prevent the pump from transporting material. During such instances, transporting sludge may have to cease until the pipe thaws out.
- 5.7 After loading sludge from the elevated platform at Haikey Creek WWTP, the Seller will use the supplied water hose to rinse the top of the tanker to ensure that material doesn't end up on public roadways. In the winter months, this water hose will need to be disconnected at the faucet via a quick disconnect to ensure that the hose does not freeze and burst.

6.0 CONFORMANCE TO SLUDGE MANAGEMENT PERMIT AND INDIVIDUAL SITE-SPECIFIC PLAN

- 6.1 The Seller shall operate under and in full accordance with the approved City of Tulsa Sludge Management Permit and Individual Site-Specific Plans. The Sludge Management Permit and Individual Site-Specific Plans are and will remain in the property of the City of Tulsa. Copies of these plans shall be provided to the Seller. During the bidding process, these plans can be viewed at 175 E. 2nd Street, Ste. 1300, Tulsa, OK 74103.

7.0 SELLER COOPERATION

- 7.1 Seller shall cooperate with all other sellers who may be performing services on behalf of the City and the State of Oklahoma and others who may be employed by the City or the State on any work in the vicinity of the location where Seller may be performing services under this Agreement; and Seller shall so conduct its operations to not interfere with the work of others.

8.0 SELLER CONDUCT

- 8.1 It is understood and agreed by Seller and City that the phrase "to the satisfaction of the City," shall not be construed to imply that the City has any supervision of Seller's forces, operations, or methods of operation.

9.0 SITE DAMAGE BY SELLER

- 9.1 It is understood and agreed by the parties hereto that all City owned structures on-site including (but not limited to) roads, walls, or dikes are permanent in nature. Any damage thereto by the Seller(s) will be repaired by the Seller(s) and at the Seller(s) sole expense.
- 9.2 The City reserves the exclusive rights to determine if City owned property has been damaged beyond normal wear and tear.
- 9.3 Seller(s) shall have no monetary liability to City for unavoidable damage caused by Seller(s), in the exercise of reasonable care, to any submerged or hidden facilities or equipment on City property if the existence and location of such facilities or equipment is not disclosed on the facility plans for the affected areas furnished by the City to Seller(s); provided, however, Seller(s) shall have the responsibility and obligation for fully informing the City of the extent of its proposed operations on the City property and of requesting and obtaining such facility plans from the City prior to Seller(s) commencement of operations hereunder. This provision shall have no application to property of others lawfully on the site.
- 9.4 Seller(s) shall have no monetary liability for damage caused in the exercise of reasonable care by Seller(s) to the roads on City property provided Seller(s), prior to the commencement of its operations hereunder, shall fully inform City of the nature, size, maximum weight, and all other pertinent matters pertaining to Seller(s) vehicles and equipment to be used on said roads and the proposed manner of operation over and on said roads and provided Seller(s) use of such roads shall be in accordance with any reasonable limitations or restrictions which may be imposed by the City on Seller(s) use of roads on City premises. If damage to roads by Seller(s) is required to be repaired to provide continued access for Seller(s) vehicles, such repair shall be the responsibility of Seller(s).

10.0 REMOVAL OF EQUIPMENT

- 10.1 Seller agrees that upon termination of this Agreement, Seller, not later than thirty (30) days after such termination, (1) shall remove all its machinery, equipment, and other property from the Treatment Plant work site, (2) shall, at its own cost and expense, repair and restore all damage to City property caused by Seller or its operations, and (3) shall vacate the work site free and furnish City with satisfactory evidence of the foregoing. Title to any Seller property not removed from Treatment Plant work site within the time limit stipulated above shall vest in the City and the City may dispose of any such property at Seller's cost and expense.

11.0 UNDERTAKING BY THE CITY

- 11.1 The City shall allow Seller and its employees or agents access to and from both facilities for operations seven (7) days a week during normal work hours (Mon-Sun 6:00 a.m. - 4:30 p.m.). All other days and hours must be approved by the City's Engineer.
- 11.2 In the monitoring and inspection of Seller's performance of its Services under this Agreement, the City shall not unreasonably interfere with the loading, transportation, and unloading operations of Seller and its employees or agents. It is understood and agreed, however, that the City may appoint such inspectors as deemed proper for the inspection and monitoring of Seller's operation on the work sites on City premises or the other sites. Seller shall furnish all reasonable assistance required by the inspectors for the proper inspection and monitoring of Seller's operations at the said work sites.
- 11.3 The City hereby designates the City's Engineer to be a liaison with Seller on matters pertaining to this Agreement and said Engineer and his designated assistants and inspectors shall have the right to inspect Seller's facilities, equipment, and operations under this Agreement, whether or not such facilities, equipment, and operations are located on City premises, day or night, to insure compliance with Agreement and to insure the health and safety of employees of the City.

12.0 PERMITS

- 12.1 Seller shall comply with all necessary permits, licenses, and authorizations regarding the loading, transportation, and unloading of liquid sludge as may be required by all applicable federal, state, and local laws and regulations.
- 12.2 Seller will diligently pursue the issuance of required permits (if any) immediately following receipt of work order issued by the City.

13.0 LAWS, ORDINANCES, AND REGULATIONS

- 13.1 Seller shall observe and comply with all ordinances, laws, and regulations applicable to any aspect of Seller's services under this Agreement, further, Seller shall comply with all applicable federal, state, county, and municipal laws, rules, and regulations, present or future, of agencies having jurisdiction over any aspects of Seller's operations, including, without limitation, laws, rules, and regulations relating to sanitation, pollution, safety, and health.

14.0 ELECTRIC POWER AND WATER

- 14.1 Seller shall furnish all power in areas where the City does not have electric service. In areas where the City can provide power to the Seller, the City may do so at its sole discretion. In such instances, the Seller shall make arrangements with the electric utility company to have a sub-meter installed and to pay said utility directly for the electricity used, crediting the City's account to the same extent.
- 14.2 If the Seller requires potable water in addition to what is provided in this Agreement for washing at the loading and unloading stations, the Seller shall arrange with the City's Engineer for the installation of a construction water meter and the Seller shall pay all applicable deposits, connection, turn-on, turn-off, and usage fees applicable to a construction meter.

15.0 SPILL PREVENTION AND CONTROL PLAN

Seller shall adhere to the following procedures and practices to minimize the possibility of a spill and to establish an effective response in the unlikely event of a spill.

15.1 Spill Prevention

- a) Ensure truck drivers watch trailer while loading.
- b) Ensure tank hatches are closed and latched while transporting.
- c) Inspect tank hatches daily and replace as necessary.
- d) Inspect tank valves daily and replace as necessary.
- e) Ensure dust caps are in place while transporting.
- f) Ensure unloading operations are conducted to minimize hose drainage.
- g) Establish and maintain good sanitation practices at loading and offloading zones to avoid tracking of liquid sludge material onto roadways.

15.2 Spill Control

In the unlikely event of a spill, Seller shall take the following actions immediately:

- a) HALT SOURCE of spill: i.e., rupture line or valve or damaged tank unit.
- b) CONTAIN SPILL: Use straw bales to form a barrier. Straw bales shall be kept at the project site for such purposes.
- c) CLEAN-UP: Employ vacuum equipment or biosolids applicator to remove as much spilled material as possible. Complete clean up by scattering straw from straw bales to soak up remaining material. Pick up straw manually and dispose of it in landfill.
- d) FINAL CLEAN-UP: Flush roadways with water as necessary to clean. Allow to dry and incorporate if spill occurs on a non-paved and tillable area. In the event a spill occurs on private property, final clean up should be completed immediately to the satisfaction of the owner.
- e) REPORTING: As soon as possible after the spill, notify the City of Tulsa (office of Support Services Manager at (918) 596-9841) and the respective County Department of Environmental Quality office. Within twenty-four (24) hours of the spill a written report detailing how the spill occurred, and all action taken shall be sent to the City and respective County Department of Environmental Quality offices.
- f) MANAGEMENT of clean-up efforts. The Seller's project manager shall take immediate charge and initiate clean-up activities. Seller's labor shall be used. Additional labor shall be requested from the City as needed. The project manager shall also communicate with the public on the scene, answering questions and advising of clean-up activities.

16.0 WEEKLY PROGRESS REPORTS AND MONTHLY PROGRESS MEETINGS

16.1 Seller shall keep records of the gallons hauled. These records shall be sent to the Engineer daily (on weekdays) so that the City can maintain accurate records of the gallons hauled.

16.2 The City reserves the right to require the Seller to submit weekly written reports to the City's Engineer detailing project progress to date, problems encountered or anticipated which impact project progress, and plans for next week's work. Project progress reports shall be due on a weekday mutually agreeable to the City and Seller and shall be specified at the Pre-work Conference. The initial project progress report will be due following the first full week after the issuance of work order.

16.3 The City reserves the right to hold monthly progress meetings. These meetings shall be held in Tulsa between designated Seller representative(s) and City Water Pollution Control

personnel or representatives when deemed necessary. The Pre-work Conference will constitute the first monthly progress meeting and subsequent meeting dates and times will be agreed upon at the Pre-work Conference, mutually agreeable to the City and Seller.

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**Figure 1: Haikey Creek Wastewater Treatment Plant
11602 E. 151st St South, Broken Arrow, OK 74011
(Location of Unloading Zone is Yellow Pin on the Map)**



**Figure 2: Southside Wastewater Treatment Plant
5300 S. Elwood Ave., Tulsa, OK 74107
(Location of Unloading Zone is Yellow Pin on the Map)**



Figure 3: Loading Platform at Haikey Creek WWTP



Figure 4: Unloading Station at Southside WWTP



Figure 5: Certificate of Analysis for Haikey Creek Sludge

Sample Description: HCRDTSLUDGE	Date/Time Collected: 6/20/2025 8:00
Lab ID: 25062327-01	Date/Time Received: 6/24/2025 13:00
Sample Matrix: Solids	Reception Site: Wet Chemistry Lab @ NS

Test: Solids, Total and Volatile **Ref. Method:** SM 2540 B_D_No_Redry
Performed By Lab: Wet Chemistry Lab @ NS

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
% TS	1.9	%		0.01	CSEAMSTER	6/25/2025

Test: ICP Metals (Sludge/Soils) **Ref. Method:** EPA 6010B
Performed By Lab: Instrument Lab @ ABJ

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Silver, Ag	<2.50	mg/kg	<	2.5	KBASORE	7/2/2025
Arsenic, As	<25.0	mg/kg	<	25	KBASORE	7/2/2025
Cadmium, Cd	<25.0	mg/kg	<	25	KBASORE	7/2/2025
Chromium, Cr	<25.0	mg/kg	<	25	KBASORE	7/2/2025
Copper, Cu	460	mg/kg		25	KBASORE	7/2/2025
Manganese, Mn	882	mg/kg		25	KBASORE	7/2/2025
Molybdenum, Mo	<25.0	mg/kg	<	25	KBASORE	7/2/2025
Nickel, Ni	<25.0	mg/kg	<	25	KBASORE	7/2/2025
Lead, Pb	<25.0	mg/kg	<	25	KBASORE	7/2/2025
Selenium, Se	<25.0	mg/kg	<	25	KBASORE	7/2/2025
Zinc, Zn	445	mg/kg		25	KBASORE	7/2/2025

Test: Mercury in Sludges and Soils **Ref. Method:** EPA 7471A
Performed By Lab: Instrument Lab @ ABJ

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Mercury, Hg	278.9	ug/kg		125	AKRABACHER	7/2/2025

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 vendor registration form by contacting Andrea Evans at 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.

Attendance Requirement

Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the 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 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder'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 2nd Street, 2nd Floor, Tulsa, Oklahoma.

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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 receipt of the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will include the time, date, and location (or virtual meeting link (if applicable) for the Standard, Specifications, and Award (SSA) committee meeting at which the Bid award recommendation will be considered.

Bidders not recommended for award may submit an appeal via email to the Assigned Buyer before the SSA meeting.

SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

During this meeting, Bidders not recommended for award may present and request that the Bid award recommendation be reconsidered.

V. BID PROCESSING

- 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.

- 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.

- 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
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)
Contractor Pollution Liability	\$1,000,000.00
Transportation Pollution Liability	\$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:**

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- 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.

- 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:	_____ _____

7. **Data Rider:** If the box is checked "Yes," the Data Rider is **required:**

Yes: No:

8. Any documents provided in response to subsections 4 through 7 above are by this reference fully incorporated into the Agreement as if set-forth entirely in this Section V.

VI. SAMPLE FORMS

Certificate of Secretary

The undersigned _____ (Assistant) Secretary of _____, a _____ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the _____ day of _____, 20__.

RESOLVED, that _____ is authorized to execute and enter bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this ___ day of _____, 20__.

(Signature)

Printed Name

(Assistant) Secretary

[NAME OF COMPANY], LLC

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ [name of Authorized Representative] on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this ___ day of _____, 20__. [Date must be dated date authorized representative signed or up to 30 days before the authorized representative signed]

[Signature]

Name Printed: _____

Title

Name Printed: _____

[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

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:

Item	Description	Est. Annual QTY	Unit Cost	Extended Cost
1.	Labor, Equipment, and Materials Necessary for the Seller to Load, Transport, and Unload Liquid Sludge Between Haikey Creek WWTP and Southside WWTP. Bid is Unit Price per 1,000 Gallons	1,800,000 (Gallons)	\$ _____ Per 1,000 Gallon	\$ _____
TOTAL EXTENDED COST NOT TO EXCEED: (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 shall be limited to the lesser of:**

- a. The change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year
- b. 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 # Addenda # Addenda # Addenda # Addenda #



State of Organization: _____

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

- | | |
|--|--|
| <input type="checkbox"/> Sole Proprietorship | <input type="checkbox"/> Limited Partnership |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Limited Liability Partnership |
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Limited Liability Limited Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Other: _____ |

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____

Sales Contact:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

Contact for Legal Notice:

Name: _____
Title/Position: _____
Street: _____
City: _____
State: _____
Phone: _____
Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting
- Purchasing search engine
- Industry colleague
- Other: _____

PURCHASE AGREEMENT

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

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

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

WITNESSETH:

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

TAC 1397 – Liquid Sludge Hauling Services

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- 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-VI, 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

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.

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4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

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.

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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.
18. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
19. **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.
20. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

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.
21. **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.
22. **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.
23. **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. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

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24. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
25. **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.
26. **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.
27. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
28. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
29. **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.
30. **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.
31. **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.
32. **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.
33. **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.
34. **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.
35. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 35.1. 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;
 - 35.2. 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;
 - 35.3. 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;

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- 35.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 35.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.
36. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
37. **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

City Clerk

Date: _____

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, 15-17	
Specifications	3-14	
Certificate(s) of Insurance	18	
References (if applicable)	19	
Sample Forms	20	
EXHIBIT A: Delivery and Pricing	21-22	
Affidavits Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent	23	
Purchase Agreement Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent	24-28	

Any contact with City Employees or Officials, other than the assigned Project Buyer, for or about this solicitation will disqualify Your Proposal and it shall be deemed non-responsive.

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa – City Clerk’s Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 1397

BID DESCRIPTION: Liquid Sludge Hauling Services

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

This label ensures that Your Bid will be sent to the correct office (City Clerk’s) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk’s Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.