

Invitation for Bid (IFB)

IFB 27-300

Supplies or Services Requested: 20-Yard Trash Trucks

Department: Public Works

NIGP Commodity Code(s): 072-08

Solicitation Schedule

EVENT	DATE
IFB Issue Date	07/31/2026
MANDATORY Pre-Bid Conference <i>Email atune@cityoftulsa.org for link to Teams Meeting</i>	08/06/2026 at 11:00 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	08/10/2026 <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>	08/19/2026

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 IFB 27-300 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 purchase 20-Yard Trash Trucks for use by the Public Works 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 20-Yard Trash Trucks for use by the Public Works 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.

In the Table below, the Bidder shall respond to each minimum requirement set forth in the Specifications column by writing its response in the space provided under Section 2: Bidder's Response column. Whenever asked to "describe", the description may include details such as size, capacities, dimensions, materials used in construction, etc. A full and complete description is required to reasonably evaluate the Bid, so all pertinent information is required. When referring to attached literature as a means of not fully describing items, misinterpretations by the evaluator of the Bid may occur. Your ability to present the City with enough information to reasonably understand the item being bid and whether it meets the Specifications stated herein relies on the written information provided.

Seller shall ensure that each vehicle and related parts are warranted by the manufacturer to be of good material and workmanship and that manufacturer promptly replace any part or parts which by reason of defective materials or workmanship shall fail under normal use, free of negligence or accident, for a minimum of one (1) year from the date of delivery, unless otherwise stated. In addition, if such failures take place outside the dealer's service area, which shall be defined as Tulsa city limits, the Seller will be responsible for reimbursing the nearest manufacturer's authorized dealer in the city of Tulsa for services rendered under this warranty.

The Seller shall respond within 72 hours of notification by the City of Tulsa, on when, where, and how a warranty issue will be resolved. In the event there is no response within 72 hours, or if the response is not acceptable to the City of Tulsa; the City will provide or arrange for repairs. The Seller shall be responsible for reimbursing the nearest manufacturer's authorized dealer in the city of Tulsa for services rendered under this warranty.

The Seller shall have the option to authorize the City of Tulsa to perform minor warranty replacement and repairs and then reimburse the City for its labor and parts utilized to enact the repair. The reimbursement for labor will be the same rate as that of the actual work performed. Standard warranty information is to be supplied with the Bid.

TESTS AND ACCEPTABILITY OF MATERIAL:

All items included in the Bid are subject to a performance demonstration within 30 days of the Bid date by the Bidder(s) at the discretion of the City of Tulsa. A like item of the type Bid that contains all the safety concerns, horsepower ratings, accessories, dimensions, or other features as deemed appropriate by the City of Tulsa may be required to be demonstrated to the City of Tulsa personnel prior to award of the Bid to establish if the item meets the requirements and Specifications of the City of Tulsa.

You are required to describe Your proposed equipment in the Bidder's Response column, **in terms** that correspond with the minimum Specifications shown. **You may not answer** in the space provided as to whether You meet the Specifications by responding with terms as **"yes", "meets", "same as", "complies", or "similar"**. *If these terms are utilized*, it shall result in **Your Bid being considered as non-responsive and being rejected**.

If bidding an equivalent, You must include descriptive manufacturer's literature verifying the information You provided in the Bidder's Response column with Your submission. Failure to provide such literature shall result in Your Bid being considered as non-responsive and being rejected. Any determination as to whether an item is equivalent that meets the Specifications shall be made at the sole discretion of the City.

SECTION 1: ITEM	MINIMUM SPECIFICATIONS	SECTION 2: BIDDER'S RESPONSE
33,000lb. GVW Chassis		
Equipment	Current year model 33,000lb. GVW M2 106 PLUS Conventional Chassis 2027 Model Year Specified Set Back Axle – Truck Straight Truck Provision, Non-Towing Left Hand Primary Steering Location or Acceptable Equivalent	Describe: Make: _____ Model: _____ _____ _____
Gross Vehicle Weight	1. Minimum 33,000 lb.	Describe: 1. _____
Cab	106-inch BBC flat roof aluminum conventional cab - Air cab mounting. - Nonremovable bug screen mounted behind grille - LH and RH exterior grab handles with single rubber insert - Hood mounted chromed plastic grille - Chrome hood mounted air intake grille - Fiberglass hood - Tunnel/firewall liner - Dual 14 inch round polished air horns - Single electric horn - Dual horn shields - Rear license plate mount end of frame - LED low beam and high beam headlights with chrome bezel - LED aerodynamic marker lights - No daytime running lights - Integral stop/tail/backup lights	Describe: _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____ _____

17. Standard front turn signal lamps	17.
18. Dual west coast bright finish heated mirrors with LH and RH remote	18.
19. Door mounted mirrors	19.
20. 102-inch equipment width	20.
21. LH and RH 8-inch bright finish convex mirrors mounted under primary mirrors	21.
22. RH 8-inch stainless steel fender mounted convex mirror with tripod brackets	22.
23. Standard side/rear reflectors	23.
24. RH aftertreatment system cab access with plain diamond plate cover	24.
25. Composite exterior sun visor	25.
26. 63x14 inch tinted rear window	26.
27. Tinted door glass LH and RH with tinted non-operating wing windows	27.
28. Rh and LH electric powered windows	28.
29. 1-piece solar green glass windshield	29.
30. 2-gallon windshield washer reservoir without fluid level indicator, frame mounted	30.
31. Non-polished battery box cover	31.
32. RH outboard under step mounted horizontal aftertreatment system assembly with RH b-pillar mounted vertical tailpipe	32.
33. Rugged trim package	33.
34. Gray and carbon vinyl interior "rugged"	34.
35. Carbon with premium gunmetal accent (rugged)	35.
36. Molded door panel	36.
37. Molded plastic door panel	37.
38. Black mats with single insulation	38.
39. One (1) dash mounted 12v power outlet,	39.
40. One (1) dash mounted dual USB-C outlet	40.
41. Forward roof mounted console	41.
42. LH and RH door storage pockets integrated into molded door panels	42.
43. Digital alarm clock in driver display	43.
44. Two (2) cup holders LH and RH dash	44.
45. M2/SD dash	45.
46. 2-1/2 lb. fire extinguisher	46.
47. First aid kit	47.
48. Heater, defroster, and air conditioner	48.
49. Standard HVAC ducting with pre-filter for outside air intake	49.
50. Main HVAC controls with recirculation switch	50.
51. Standard heater plumbing	51.
52. Valeo heavy duty A/C refrigerant compressor	52.
53. Binary control, R-134a	53.
54. Premium insulation	54.
55. Solid-state circuit protection and fuses	55.
56. 12v negative ground electrical system	56.
57. Standard led cab lighting	57.
58. Remote keyless entry and two (2) transmitters	58.
59. Door locks and ignition switch keyed the same	59.
60. Key quantity of four (4)	60.
61. LH and RH electric door locks	61.

	62. Basic Isringhausen high back air suspension driver's seat with mechanical lumbar and integrated cushion extension 63. Two-person toolbox mid back non suspension passenger seat with 3 x 4.75-inch cutout in toolbox back panel for harness, seats inc. 64. Dual driver seat armrests, no passenger seat armrests 65. LH and RH integral door panel armrests 66. Black vinyl driver seat cover 67. Black vinyl passenger seat cover 68. Black seat belts 69. Adjustable tilt and telescoping steering column 70. Four-spoke 18-inch (450mm) leather wrapped steering wheel with chrome switch bezels 71. Driver and passenger interior sun visors	62. _____ _____ 63. _____ _____ 64. _____ _____ 65. _____ 66. _____ 67. _____ 68. _____ 69. _____ 70. _____ _____ 71. _____ _____
Instruments, Gauges, and Cluster	1. Electronic accelerator control 2. No instrument panel driver 3. Configurable upper panel with integrated lower storage 4. Bright argent finish gauge bezels 5. Low air pressure indicator light and audible alarm 6. Dual needle primary and secondary air pressure gauge 7. Intake mounted air restriction indicator without graduations 8. Electronic cruise control with controls on steering wheel spokes 9. Key operated ignition switch and integral start position; four position off/run/start/accessory 10. Premium instrument cluster with 5.0-inch TFT color display 11. Digital panel lamp dimmer switch in driver display 12. Heavy duty onboard diagnostics interface connector located below LH dash 13. 2-inch electric fuel gauge 14. Engine remote interface for remote throttle 15. QuickFit powertrain interface connector under cab with blunt cuts 16. Engine remote interface connector at powertrain interface connector 17. Electrical engine coolant temperature gauge 18. Digital transmission oil temperature in driver display 19. Electronic outside temperature sensor display in driver message center 20. Engine and trip hour meters integral within driver display 21. PTO controls for enhanced vehicle electric/electronic architecture 22. No obstacle detection system 23. No driver assist system	Describe: 1. _____ 2. _____ 3. _____ _____ 4. _____ 5. _____ _____ 6. _____ 7. _____ _____ 8. _____ _____ 9. _____ _____ 10. _____ _____ 11. _____ _____ 12. _____ _____ 13. _____ 14. _____ 15. _____ _____ 16. _____ _____ 17. _____ 18. _____ _____ 19. _____ _____ 20. _____ _____ 21. _____ _____ 22. _____ 23. _____

24. One (1) backup camera-end of frame mounted with 15-foot extra-long cable coiled at end of frame	24.
25. No vehicle stability advisor or control	25.
26. No lane departure warning system	26.
27. Electric engine oil pressure gauge	27.
28. No overhead instrument panel	28.
29. Ram mount overhead console without power and ground	29.
30. 7" b-panel interactive touchscreen display radio w/ USB-C, Apple CarPlay, Android Auto, Bluetooth/am/fm/Sirius XM/WB, with microphone	30.
31. Dash mounted radio	31.
32. Two (2) radio speakers in cab	32.
33. No am/fm radio antenna	33.
34. Power and ground wiring provision overhead	34.
35. Roof/overhead console CB radio provision	35.
36. Multi-band am/fm/WB/CB LH mirror mounted antenna system	36.
37. No multiband antenna	37.
38. Interoperable Satellite Digital Audio Radio (SDAR) antenna, ship loose	38.
39. Standard radio wiring with steering wheel controls	39.
40. Electronic mph speedometer with secondary kph scale, without odometer	40.
41. Standard vehicle speed sensor	41.
42. Electronic 3000 RPM tachometer	42.
43. Detroit connect platform hardware	43.
44. Three (3) years Daimler connectivity base package on (features vary by model) powered by Detroit connect on Cummins engines	44.
45. TMC rp1226 accessory connector located behind passenger side removeable dash panel	45.
46. Ignition switch controlled engine stop	46.
47. Pre-trip inspection feature for exterior lamps and service brakes	47.
48. One (1) overhead mounted lanyard control for driver air horn	48.
49. No trailer hand control brake valve	49.
50. Digital voltage display integral with driver display	50.
51. Single electric windshield wiper motor with delay	51.
52. Rotary headlamp switch, marker lights/headlights switch with pull out for optional fog/road lamps	52.
53. One valve parking brake system with warning indicator	53.
54. Self-canceling turn signal switch with dimmer, headlamp flash, wash/wipe/intermittent	54.
55. Integral electronic turn signal flasher with 40 amp (20 amp per side) trailer lamp capacity.	55.

	56. No wiring or switch for optional secondary application, chassis, air operated accessories, or control	56.
Engine	1. Cummins L9 300 HP at 2200 RPM, 2200 Gov RPM, 860 Lb.-Ft 1200 at RPM, Refuse, or acceptable equivalent 2. 75 MPH Road Speed Limit 3. Set Cruise control same as Road speed 4. PTO mode engine RPM limit - 1350 RPM 5. PTO mode throttle override – limit to 1350 RPM 6. PTO RPM control with steering wheel switches 7. PTO governor ramp rate - 25 RPM per second 8. Fuel dosing of aftertreatment enabled in PTO mode-cleans hydrocarbons at high temperatures only 9. Three cluster menu PTO speeds and three remote PTO speeds 10. PTO speed one setting - 1350 RPM 11. PTO minimum RPM – 825 12. PTO one (1), no switch, TEM supplied request and interlocks, with PTO connections, engage while driving interlocks 13. EPA 2010/ghg 2024 configuration standard oil pan 14. Engine mounted oil check and fill 15. Side of hood air intake with firewall mounted Donaldson air cleaner 16. Delco Remy 12v 160 amp 28-si quadramount pad alternator with remote battery volt sense 17. Two (2) DTNA genuine, flooded starting, min 2000cca, 370rc, threaded stud batteries 18. Cummins turbocharged 18.7 cfm air compressor with internal safety valve 19. Standard mechanical air compressor governor 20. Air compressor discharge line 21. Electronic engine integral shutdown protection system 22. Cummins engine integral brake with variable geometry turbo on/off 23. Engine aftertreatment device, automatic over the road regeneration and virtual regeneration request switch in cluster 24. 10-foot 00 inch (120 inch+0/-5.9 inch) exhaust system height 25. RH curved vertical tailpipe b-pillar mounted routed from step 26. 6-gallon diesel exhaust fluid tank 27. 100 percent diesel exhaust fluid fill 28. LH medium duty standard diesel exhaust fluid tank location 29. Standard diesel exhaust fluid pump mounting 30. Standard diesel exhaust fluid tank cap	Describe: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16. 17. 18. 19. 20. 21. 22. 23. 24. 25. 26. 27. 28. 29. 30.

	31. Aluminum aftertreatment device/muffler/tailpipe shield(s) 32. Air powered on/off engine fan clutch 33. Automatic fan control without dash switch, non-engine mounted 34. Cummins spin on fuel filter 35. Combination full flow/bypass oil filter 36. Phillips-Temro 1000 watt/115-volt block heater 37. Chrome engine heater receptacle mounted under LH door 38. Aluminum flywheel housing 39. Electric grid air intake warmer 40. Delco 12v 38mt heavy-duty starter with integrated magnetic switch	31. 32. 33. 34. 35. 36. 37. 38. 39. 40.
Transmission	1. Allison 3500 Rugged Duty Series (RDS) Automatic Transmission with PTO Provision 2. Allison Vocational Package 142 available on 3000/4000 product families with Vocational Model Series RDS 3. Allison vocational rating for refuse applications available with all product families 4. Primary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only 5. Secondary mode gears, lowest gear 1, start gear 1, highest gear 6, available for 3000/4000 product families only 6. Primary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage. 7. Secondary shift schedule recommended by DTNA and Allison, this defined by engine and vocational usage 8. Primary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage 9. Secondary shift speed recommended by DTNA and Allison, this defined by engine and vocational usage 10. Engine brake range preselect recommended by DTNA and Allison, this defined by engine and vocational usage 11. Engine brake range alternate preselects recommended by DTNA and Allison, this defined by engine and vocational usage 12. Driver switch input - default – no switches 13. QuickFit body lighting connector at end of frame, with blunt cuts 14. Electronic transmission wiring to customer interface connector 15. Customer installed Chelsea 281 series PTO 16. PTO mounting, LH side of main transmission Allison	Describe: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13. 14. 15. 16.

	17. Magnetic plugs, engine drain, transmission drain, axle(s) fill and drain heavy duty electronic transmission shift control, column mounted 18. Transmission prognostics - enabled 2013 19. Water to oil transmission cooler, in radiator end tank 20. Transmission oil check and fill with electronic oil level check 21. ATF-synthetic automatic transmission fluid	17. _____ _____ _____ 18. _____ 19. _____ _____ 20. _____ _____ 21. _____ _____
Cooling System	1. 900 square inch aluminum radiator 2. No coolant filter 3. Antifreeze to -34°F, oat (nitrite and silicate free) extended life coolant 4. Gates blue stripe coolant hoses or acceptable equivalent 5. Constant tension hose clamps for coolant hoses 6. Radiator drain valve 7. Lower radiator guard	Describe: 1. _____ 2. _____ 3. _____ _____ 4. _____ _____ 5. _____ _____ 6. _____ 7. _____ _____
Electrical Systems	1. Battery box frame mounted 2. Standard battery jumpers 3. Single battery box frame mounted LH side under cab 4. Wire ground return for battery cables with additional frame ground return 5. Non-essential positive load disconnect, in cab control switch mounted outboard of driver seat 6. Positive and negative posts for jumpstart chassis mounted LH back of cab 7. Progressive low voltage disconnect at 12.3 volts for designated circuits	Describe: 1. _____ 2. _____ 3. _____ _____ 4. _____ _____ 5. _____ _____ 6. _____ 7. _____ _____
Brake System	1. Air brake package 2. Non-asbestos front brake lining 3. Conmet cast iron front brake drums 4. Meritor automatic front slack adjusters 5. Meritor 15x4 Q+ cam front brakes 6. WABCO 4s/4m ABS with traction control with Automatic Traction Control (ATC) shut off switch 7. Reinforced nylon, fabric braid, and wire braid chassis airlines 8. Fiber braid parking brake hose 9. Standard brake system valves 10. Standard air system pressure protection system 11. Standard US front brake valve 12. Relay valve with 5-8 psi crack pressure, no rear proportioning valve	Describe: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ _____ 7. _____ _____ 8. _____ 9. _____ 10. _____ _____ 11. _____ 12. _____ _____

	13. WABCO system saver hp with integral air governor and heater 14. Air dryer frame mounted 15. Steel air brake reservoirs, no triple or torpedo tanks 16. Pull cable on wet tank, petcock drain valves on all other air tanks 17. Quick disconnect fitting with tire inflation kit	13. _____ 14. _____ 15. _____ 16. _____ 17. _____
Front Axle	1. Detroit da-f-10.0-3 10,000# ff1 71.5 KPI/3.74 drop single front axle 2. Front oil seals 3. Vented front hub caps with window, center, and side plugs – oil 4. Standard spindle nuts for all axles 5. TRW thp-60 power steering 6. Power steering pump 7. Two (2) quart see-through power steering reservoir 8. Current available synthetic 75w-90 front axle lube	Describe: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____
Front Suspension	1. 12,000 lb. dual taper leaf front suspension 2. Maintenance free rubber bushings front suspension 3. Front shock absorbers	Describe: 1. _____ 2. _____ 3. _____
Rear Axle	1. Meritor rs-23-160 23,000# R-Series single rear axle 2. 5.38 rear axle ratio 3. Iron rear axle carrier with standard axle housing 4. RPL 10 Meritor service-free main driveline with half round (16t) yokes 5. Driver controlled traction differential - single rear axle 6. One (1) driver controlled differential lock rear valve for single drive axle 7. Indicator light for each differential lockout switch, engage <5 MPH, disengage >25 MPH 8. Meritor 16.5x7 Q+ cast spider heavy duty cam rear brakes, double anchor, fabricated shoes 9. Non-asbestos rear brake lining 10. Asphalt spreader clearance rear brake geometry 11. Conmet cast iron rear brake drums 12. Rear oil seals 13. WABCO Tristop D Longstroke 1-drive axle spring parking chambers 14. Haldex automatic rear slack adjusters 15. Current available synthetic 75w-90 rear axle lube	Describe: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____ 13. _____ 14. _____ 15. _____

Rear Suspension	30,000lb. flat leaf spring rear suspension with helper and radius rod - Spring suspension - 2.25-inch axle spacer - Standard axle seats in axle clamp group - Fore/aft control rods	Describe: 1. _____ 2. _____ 3. _____ 4. _____
Pusher / Tag Axle Equipment	No pusher/tag brake dust shields	Describe: 1. _____
Wheelbase and Frame	5275mm (208-inch) wheelbase 8.0mm x 89.0mm x 261mm steel frame (0.31 x 3.50 x 10.28 inch) 140ksi 1600mm (63-inch) rear frame overhang - Frame overhang range: 61-inch to 70-inch - Calculated back of cab to rear susp c/l (ca): 142.13" - Calculated effective back of cab to rear suspension c/l (ca): 139.13" - Calculated frame length - overall: 309.64" - Calculated frame space LH side: 82.21" - Calculated frame space RH side: 109.51" - Calculated space available for deckplate: 0.0" - Square end of frame - Front closing crossmember - Standard weight engine crossmember - Standard crossmember back of transmission - Standard midship #1 crossmember(s) - Standard rearmost crossmember - Standard suspension crossmember	Describe: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____ 9. _____ 10. _____ 11. _____ 12. _____ 13. _____ 14. _____ 15. _____ 16. _____ 17. _____
Chassis Equipment	- Three-piece 14-inch chromed steel bumper with collapsible ends - Frame mounted front tow hooks - Bumper mounting for single license plate - No mudflap brackets - No rear mudflaps - Fender and front of hood mounted front mudflaps - Grade 8 threaded hex headed frame fasteners - Exterior harnesses wrapped in abrasion tape	Describe: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____ 8. _____
Tires	- Continental intelligent hsc3 11r22.5 16-ply radial front tires - Continental intelligent hdc3 11r22.5 16-ply radial rear tires	Describe: 1. _____ 2. _____
Wheels	- Maxion wheels 91262 22.5 x 8.25 10-hub pilot 6.20 inset 5-hand steel disc front wheels - Front wheel mounting nuts	Describe: 1. _____ 2. _____

	- Maxion wheels 91262 22.5 x 8.25 10-hub pilot 5-hand steel disc rear wheels - Rear wheel mounting nuts	
Hubs	- Conmet preset plus premium iron front hubs - Conmet preset plus premium iron rear hubs	Describe:
Fuel Tank	80-gallon/302-liter rectangular aluminum fuel tank – LH - Rectangular fuel tank(s) - Plain aluminum/painted steel fuel/hydraulic tank(s) with painted bands - Fuel tank(s) forward - Plain step finish - Fuel tank cap(s) - Detroit fuel/water separator with water in fuel sensor - Equiflo inboard fuel system - High-temperature reinforced nylon fuel line	Describe:
Paint	- Paint: one solid color - Cab color a: I0006ey white elite ey - Black, high solids polyurethane chassis paint - Powder white (n0006ea) front wheels/rims (pkwht21, tkwht21, w, tw) - Powder white (n0006ea) rear wheels/rims (pkwht21, tkwht21, w, tw) - Sun visor painted same as cab color a standard e coat/undercoating	Describe:
Trash Truck Body		
Make / Model	Heil PT1000 20-Yard Powertrak 1000 Rear Loader or Acceptable Equivalent	Describe: Make: Model:
Trash Body	- The body shall have a capacity, excluding the receiving hopper, of not less than 20 yards - The hopper shall have a volumetric capacity of 3.0 yards	Describe:
Body Dimensions	- The maximum outside body width shall be 96" - The maximum overall body height above the frame for the 20-yard body shall be 96" - The maximum overall length of the body and tailgate combined shall not exceed the following: - The body inside width shall be 89.2" - The body inside height shall be 78.8"	Describe: - a) - b)

	c) Ejector guide bottom edge shall be located 3/8" above longitudinal floor corner	c)
Body Construction	1. The body interior shall have a smooth floor without a trough. The stress skin sides shall be of quad-break construction. The stress skin roof shall be multi-break arc construction. 2. No hydraulic cylinders, valves or other hydraulic components shall come in contact with refuse packed into the body 3. Body sides and roof shall be perimeter reinforced to withstand continuous operation at maximum imposed loads without harmful deformation or excessive wear. The floor shall rest on two longitudinal long members and full width lateral cross member 4. Body roof shall be minimum 8-gauge high tensile 50,000 psi typical yield steel 5. Body roof hinge member shall be a 5" x 2" x .25", ASTM A500, Grade B, roll formed tube, fully welded to the roof sheet. 6. The body roof longitudinal corners shall be buttressed with a crown rail 5.38" wide x 12.5" deep x 10-gauge high tensile 50,000 psi typical yield steel 7. Body sides shall be minimum 10-gauge high tensile sheet, 50,000 psi typical yield steel. 8. Body perimeter side bolsters shall be 6.38" wide x 10-gauge high tensile, 50,000 psi typical yield steel boxed shaped formed channels at the front and 13.25" wide x 10-gauge high tensile 50,000 psi typical yield steel at the rear. Reinforcement braces shall be fully welded to the body side sheets. Units must be supplied with vertical body side bracing at both the front and rear corners. 9. Body floor shall be minimum 10-gauge high tensile 50,000 psi typical yield steel 10. Floor longitudinal long members shall be minimum 8-gauge 50,000 psi typical yield formed channels. 11. Floor cross members shall be boxed shaped 5" x 4" x 10-gauge, high tensile 50,000 psi yield steel. Cross members will be interlaced through the long members on approximately 26" centers to fully support the floor. Cross members shall be single piece full width 12. The body and attaching parts shall be sealed with Tersotat Joint Sealer and Cavity Coat for rust prevention protection 13. The body shall be undercoated with a Thixotropic material to provide protection to the underside of the refuse body.	Describe: 1. 2. 3. 4. 5. 6. 7. 8. 9. 10. 11. 12. 13.

Tailgate Dimensions	- Maximum overall width at the hopper opening shall be 85-1/2" outside to outside hopper bolsters - Inside tailgate loading width shall be minimum of 80" - Hopper opening height shall be minimum of 68" - Overall height above the chassis frame with the tailgate raised shall not exceed 165"	Describe:
Tailgate Construction	- Tailgate sides shall be 10-gauge 50,000 psi typical yield steel. - Tailgate side reinforcement shall consist of 2.5" x 5" formed channels and fully welded to the rear perimeter edge of the tailgate side sheets. An interlaced network of 2.5" x 5" and 2" x 5" formed 11-gauge hi-tensile channels plus a 2.25" x 8" x .25" hi-tensile channel shall be fully welded to the tailgate sides for superior structural support. - Hopper floor shall be minimum 3/16". AR400 abrasion resistant plat steel with typical 184,000 psi tensile strength and 145,000 psi typical yield strength. - Upper floor reinforcement shall consist of three (3) hi-tensile cross members; a 1/4" high tensile located at the hopper-to-body interface, a 7-gauge located at the base of the hopper lip, and a 7-gauge intermediate located at the mid-span of the hopper forward floor. - Tailgate shall be equipped with heavy duty 1" diameter turnbuckles, one on each side of body, to secure the tailgate in the closed position against the body to prevent leakage. - One (1) grab handle of .75" diameter shall be located at a height of 48" – 52" above the rear step on the left and right side of the tailgate. The grab shall have an 8" vertical rear portion, a 38" horizontal center portion, and an 18" diagonal portion to be compatible with a broad range of differing height personnel and conforming to ANSI 245.1-1999. - The rear steps shall be bolt-on design fabricated from 9.5" x 40.5" x 12-gauge, 4 diamond Grip Strut, slip resistant, self-cleaning material, located on each side of the tailgate, and shall provide for a minimum of 380 square inches of footing area for a single rider and shall be of bolt-on design to permit adjustments of step height. The steps must conform to ANSI standards and specifications 121-2104 & 2105.	Describe:

	8. The tailgate shall be raised with two (2) single acting 3" bore x 2.5" rod x 31" stroke hydraulic cylinders. The cylinders shall incorporate an integral orifice which shall limit the descent speed of the tailgate in the event of hydraulic failure. 9. The tailgate shall be equipped with a one-piece, removable rubber gasket. The gasket, which shall have a durometer rating of 35-45 and a tensile strength of 1500-1800 psi and shall extend across the entire bottom width of the tailgate to provide a watertight seal vertically up the side for no less than 21".	8. 9.
Packing Mechanism	1. Packing cycle control shall be mechanical, lever operated on the right-hand side of the tailgate. A two-lever design, the operator shall have the capability to start, stop, and reverse the direction of any function at any time throughout the packing cycle. 2. Packing mechanism control valve shall be centrally located within the upper confines of the hopper, under upper cross members. 3. The packing cycle time shall be 15-17 seconds. Operator reload time shall be no greater than 5-6 seconds. 4. Packing mechanism shall consist of three primary structures; the inner slide, the outer slide, and a packing blade. a) Inner slide shall be mounted to the tailgate hinge structure with two (2), 1.5" diameter chrome plated, stress-proof steel pins. The same pins shall support the base ends of the slide cylinders. Four (4) bearing bars shall be bolted to the upper and lower surfaces of the guide tubes, which interface with the outer slide. b) Outer slide shall be pulled over the inner slide by two (2) double acting, 4.5" bore x 2.0" rod x 26.5" stroke cushioned hydraulic cylinders. Abrasion-resistant steel wear bars shall make contact with inner slide bearings to provide smooth linear movement. c) The packing blade shall be mounted to the outer slide with two (2), 2.25" diameter, induction hardened C1045 cold drawn steel pins. The blade shall be constructed with 3/16", 150,000 psi yield strength steel. Two (2) double acting, 4" bore x 2.5" rod x 21.62" stroke, cushioned hydraulic cylinders this shall exert a packing force of 70,100 pounds on the refuse. The resultant packing face pressure shall be a minimum of 30.2 psi.	Describe: 1. 2. 3. 4. a) b) c)

	d) Linear movement of the packing blade shall be accomplished with solid cast bronze alloy blade shoes. Rollers shall not be used. The 9" x 2" shoes shall ride in a track integral to the tailgate sides. Pivotal movement of the blade shall be around 2.25" diameter induction hardened C1045 cold drawn steel. e) Pins retained in the packing blade. The pins shall be located such that release from bearing load shall be accomplished from outside of the tailgate. Pin retrieval and replacement shall be accomplished from inside the tailgate. f) All packing mechanism cylinders shall be within the confines of the tailgate shell to avoid hose damage from limbs and to protect the operator from contact. g) Each hopper full of material shall be compressed between the packing blade and ejector panel. The ejector shall be automatically advanced by a relief valve. No operator attention shall be required to advance the ejector panel. h) The packing mechanism shall be equipped with an "automatic crowd" pressure sensing device, which will enable the packing mechanism to find a path through the load which will neither stall the mechanism nor damage the structure thereby prolonging the hopper floor and mechanism life.	d) e) f) g) h)
Discharge of Load	1. The load shall be discharged by means of a positive ejection system. A double acting, telescopic hydraulic cylinder with chrome-plated rods shall extend and retract the ejector panel the full length of the body. 2. The ejector cylinder shall have the following dimensional characteristics: a) Capacity: 20 yards b) 4 stages c) 6.5" bore d) 110.12" stroke 3. The ejector panel face sheet shall be constructed from 11-gauge hi-tensile steel. Four (4) roll formed structural members 4" x 1/4" shall span horizontally to three (3) hi-tensile perimeter members. An 11-gauge hi-tensile steel protective covering shall be provided to keep refuse from coming into contact with the ejector cylinder. 4. The ejector panel shall extend and retract without the assistance of clamp bars or associated hardware.	Describe: 1. 2. a) b) c) d) 3. 4.

	5. Smooth movement of the ejector panel in the body shall be achieved with four (4) shoes on each side of the ejector panel. Each shoe shall be provided on ejector perch integral to the fully boxed 4.5" x 4.5" x .25" base frame. The shoes shall be "single bolt quick change" design permitting replacement without removing the ejector panel. The shoes shall be guided in a track which shall be integral to the body side wall and shall also minimize pivotal movement of the ejector panel as refuse is packed against it.	5. _____ _____ _____ _____ _____ _____ _____ _____
Controls	1. The ejector panel and tailgate raise controls shall be mounted outside the body on the front left-hand side of the body. Direct connection of the control handles to the valve spool shall exist to minimize moving parts and allow for ease of service. 2. An electrical device shall be supplied to automatically raise the engine speed to the proper RPM during the packing cycle. 3. An additional throttle advance switch shall be located at the front left-hand side of the body within hand's reach of the ejector and tailgate raise controls. 4. Motive drive controls shall be conveniently mounted in the cab, preferably to the right side of the driver.	Describe: 1. _____ _____ _____ _____ 2. _____ _____ 3. _____ _____ 4. _____ _____
Hydraulic System	1. To minimize hydraulic cylinder weight, a high-pressure hydraulic system shall be employed. The operating pressure of the system shall be 2750 psi. Low pressure systems shall not be acceptable. 2. A heavy-duty gear pump shall be provided with a rated capacity of 18-24 GPM @ 1000 RPM depending on PTO ratio 3. The hydraulic pump shall be designed to operate continuously with peak loading at frequent, short intervals. 4. The hydraulic system shall incorporate adjustable relief valves to protect all components from excessive pressure and overloads. 5. All roof-mounted hydraulic tubes shall be securely clamped to prevent vibration, abrasion, and excessive noise 6. All hydraulic hoses shall conform to S.A.E. Standards for designed pressure. Bends shall not be less than recommended by S.A.E. Standards. Flat spots in hoses are not acceptable.	Describe: 1. _____ _____ _____ 2. _____ _____ 3. _____ _____ 4. _____ _____ 5. _____ _____ 6. _____ _____

	a) The hydraulic oil reservoir shall have a gross capacity of 45 gallons and a useable capacity of 35 gallons when filled with hydraulic fluid. b) The tank shall be complete with a screened fill pipe and cap, filter breather, oil level sight gage, a 2" suction line shut-off valve, and clean out cove c) The hydraulic system shall be protected by an external mounted three (3) micron return line filter 7. All multi-spool control valves shall be of a sectional design such that servicing would not require replacement of the entire valve assembly.	a) b) c) 7.
Hydraulic Cylinders	1. All cylinders must have a working pressure of 2750 psi 2. Packing and slide cylinders must be of the internal cushion design so that hydraulic shock and audible noise is minimized. This shall be accomplished by a design which will decrease the speed of the cylinder for the last one-half (.5") inch of cylinder stroke on both directions of travel 3. Rods of packing and slide cylinders must be induction hardened to a surface hardness of 55-65 Rockwell C scale and shall be chrome plated. 4. All rod end pin lugs shall be inertia welded to the cylinder rods.	Describe: 1. 2. 3. 4.
Electrical	1. All electrical wiring connectors to be automotive double-seal, with wiring in split convoluted loom. 2. All wiring connections to be soldered with rubber molded covering or crimp-type connectors with shrink wrap. Unprotected wiring in any application is unacceptable. 3. All electrical limit switches shall be epoxy impregnated to minimize effects of excess moisture.	Describe: 1. 2. 3.
Lighting	1. Clearance lights, a backup, four (4) directional lights and five (5) brake lights shall be Lexan lens, shock mounted in a protective housing. The entire unit shall be pop out and replaceable. 2. All lights shall be LED and provided in accordance with FMVSS#108, plus mid-body turn signals on each side of the body and a center brake light on the rear. Directional/tail and brake lights are dispersed to position one	Describe: 1. 2.

	(1) each on the upper and lower rear corners of the tailgate. 3. Hopper work light switch in cab 4. Body side backing assist lights	_____ _____ 3. _____ 4. _____ _____
Accessories	1. Clutch Shift PTO 2. Direct mount vane fast cycle pump 3. Lip and latch kit 4. Dual Bayne MBTL 180 cart tippers 5. Base 3rd eye camera system with 7" monitor and rear camera 6. Mudflaps ahead of and behind rear tires 7. 20 lb. fire extinguisher	Describe: 1. _____ 2. _____ 3. _____ 4. _____ 5. _____ 6. _____ 7. _____
Paint	1. First Step – Smoothing - All weld slag, splatter or roughness shall be removed with the appropriate hand tools. No sand, shot, or glass air blasting shall be permitted to eliminate contamination and possible damage to bearings or pin surfaces and possible distortion of higher gauge sheet materials used on the body. 2. Second Step – Purgation - A heated pressure wash shall drench the entire body with a silicated alkaline phosphate-based pre-cleaner to clean all metal surfaces. This solution shall soak through and break down the oil film and other contaminants found on steel. The solution shall be non-corrosive to metals and shall be environmentally friendly. 3. Third Step – Pre-Treatment – An organically accelerated phosphoric acid-based pretreatment will be applied to all metal surfaces. This step provides a chemical conversion coating which changes the chemical and physical nature of the surface by providing a surface that the next application (prime) will adhere to. 4. Fourth Step – Sealing - The entire body shall be coated with an application of the patented Dry-In-Place Seal from Henkel Surface Technologies. This process shall dramatically improve the surface finish's resistance to rusting that occurs from general wear and tear and shall provide improvements to paint adhesion and other related corrosion that occurs over the life of the products. This shall help retain the "as new" appearance of the factory paint surface. 5. Fifth Step – Primer Coat Paint - The seal coat shall be painted using DuPont Corlar - a high performance, low VOC/HAPS epoxy polyamide primer-sealer. Corlar is a two-component gray primer-sealer that is lead and	Describe: 1. _____ _____ _____ _____ _____ 2. _____ _____ _____ _____ _____ 3. _____ _____ _____ _____ _____ 4. _____ _____ _____ _____ _____ 5. _____ _____ _____ _____ _____

	chromate-free. This shall be applied in an amount necessary to achieve a dry film thickness of 1.2 mil.	
6.	Sixth Step – Finish Topcoat Paint - A high luster finish coat shall be applied using DuPont Imron Elite – a high-performance, low VOC (<3.5 lbs./gal RTS) two-component polyurethane enamel. An ample amount shall be applied to achieve a dry film thickness of 2 mil and shall result in a finish of 3.2 mil minimum film thickness.	6.

Failure to complete the table above as directed will disqualify Your Proposal and it shall be deemed non-responsive.

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III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's vendor registration form by contacting 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 at the Pre-Bid Conference is 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

1. **Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

2. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

3. **Insurance:**

Yes: ☒

No: ☐

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage.

The Certificate of Insurance must be completed with the following information:

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

No: ☒

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

Yes: ☐ No: ☒

6. **References**:

Yes: ☐ No: ☒

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.	33,000 GVW 20-Yard Trash Truck	2	\$	\$
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:**

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

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

WITNESSETH:

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

IFB 27-300 – 20-Yard Trash Trucks

(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, 22-24	
Specifications	3-21	
Certificate(s) of Insurance	25	
References (if applicable)	26	
Sample Forms	27	
EXHIBIT A: Delivery and Pricing	28-29	
Affidavits Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent	30	
Purchase Agreement Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent	31-35	

Any contact with City Employees or Officials, other than the assigned Project Buyer, for or about this solicitation will disqualify Your Bid 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# IFB 27-300

BID DESCRIPTION: 20-Yard Trash Trucks

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.