



**Invitation For Bid TAC 749A
Landfill Services
Streets and Stormwater
Issued: September 14th, 2017**

**City of
Tulsa,
Oklahoma**
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA (on behalf of the Tulsa Authority for the Recovery of Energy (TARE), a public trust for which the City of Tulsa provides staff services under contract with TARE) will receive sealed Bids for the following:

BID # **TAC 749A**

DESCRIPTION: **Landfill Services (Commodity Code(s): 988-46)**

You are invited to submit a Bid to supply the Goods and/or Services specified above. Invitations for Bid (IFB) will be posted on the City's website at www.cityoftulsapurchasing.org or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division
175 East 2nd Street, Suite 865
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday October 11th, 2017 and delivered to:

**City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. No faxed or emailed Bids will be considered. Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.**

The Bid Packet consists of (1) this Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications and (12) Exhibit A.

Use this checklist to ensure you have properly read and completed all Forms.

- Notice of Invitation for Bid
- Summary Sheet
- Form #1: Bidder Information Sheet. Must be completed.
- Form #2: Purchase Agreement. **Complete legal name in first paragraph and Notice provision in Section 17.i. Original signature required.**
- Form #3: Interest Affidavit. Original signature and notarization required.
- Form #4: Non-Collusion Affidavit. Original signature and notarization required.
- Form #5: Affidavit of Claimant. Original signature and notarization required.
- Form #6: Acknowledgment of Receipt of Addenda/Amendments. Must be completed and signed.
- Instructions, Terms and Conditions for Bidders
- Special Requirements (Offer Period; Insurance and Bonding; References)
- Technical Specifications
- Exhibit A: Bid Form including Delivery and Pricing. This is your Bid. It must be completed or your Bid will be rejected.

IMPORTANT NOTE: Write the Bid Number, Bid Description (as listed above), and Bid Opening Date on the lower left corner of the outside of your Bid envelope. You must return the entire completed Bid Packet.



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SUMMARY SHEET

Project Buyer

If you have any questions or need additional information, contact the assigned Project Buyer:

James D. Mozingo
jmozingo@cityoftulsa.org
Include TAC 749A on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC 749A** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB.

Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date.

Issuing of Addenda

If you received the notice of this IFB from the City as a result of being registered to sell the commodity code(s) on this Bid, you should also receive notice of any addenda issued. If you are not registered with the City to sell the commodities listed herein, you must register as a supplier on the City of Tulsa Purchasing website (www.cityoftulsapurchasing.org) to receive notice of any addenda, or to receive notice of any future IFBs.

Pre-Bid Conference

If a pre-Bid conference will be held for this IFB, information on that conference will be inserted below:

Date _____ Time _____
Location _____

___ Attendance at the Pre-Bid Conference is required to submit a Bid; however Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

___ Attendance is not required to submit a Bid.

Bid Packet Submission

TARE requires three completed Bid packets: 1 Original and 2 Copies. Each must be clearly labeled on the front sheet indicating "Original" or "Copy". If a copy on electronic media is also required, the line below will be checked.

Electronic Copy also required.

Responses to this Invitation for Bid must be made on the forms listed on page 1. The entire completed Bid Packet must be returned or your Bid may be rejected. Do not take exception to any portion of this Bid Packet. Do not make any entries except where required. Do not insert any other documents into the Bid Packet.

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.



**CITY OF
Tulsa**
A New Kind of Energy.

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**FORM #1
BIDDER INFORMATION SHEET**

Bidder's Exact Legal Name: _____
(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA)

State of Organization: _____

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

- Sole Proprietorship
- Partnership
- Corporation
- Limited Partnership
- Limited Liability Company
- Limited Liability Partnership
- Other: _____

Bidder's Address: _____
Street City State Zip Code

Bidder's Website Address: _____ **Email Address:** _____

Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____

Legal or Alternate Sales Contact:

Name: _____
Street: _____
City: _____
State: _____
Phone: _____
Fax: _____
Email: _____



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**FORM #2 [5 Pages]
PURCHASE AGREEMENT**

INSTRUCTIONS: This document **must** be properly signed and returned or your Bid will be **rejected**. This form constitutes your offer and if accepted by the City of Tulsa on behalf of the Tulsa Authority for the Recovery of Energy, a public trust, will constitute the Purchase Agreement under which you are obligated to perform. Your signature on this document indicates you have read and understand these terms and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the TULSA AUTHORITY FOR THE RECOVERY OF ENERGY, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 ("TARE"), a public trust for which the City of Tulsa, Oklahoma (the "City") provides staff services under contract with TARE, and:

(Bidder's company name as reflected on its organizational documents, filed with the state in which bidder is organized; not simply a DBA) (the "Contractor").

WITNESSETH:

WHEREAS, the City on TARE's behalf has approved certain specifications and advertised for or solicited Bids on the following goods or services:

TAC 749A LANDFILL SERVICES

(the "Goods and/or Services"); and

WHEREAS, Contractor desires to provide such Goods and/or Services to TARE, acknowledges that this document constitutes Contractor's offer to provide the Goods and/or Services specified below, and further acknowledges that if executed by TARE, this document will become the Purchase Agreement for such Goods and/or Services.

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

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation for Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Contractor may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Contractor which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Contractor agrees to sell TARE the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. TARE agrees to pay Contractor the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to TARE, (ii) TARE's Acceptance thereof, and (iii) Contractor's submission and TARE's approval of a verified claim for the amount due. TARE shall not pay any late charges or fees.
- Irrevocable Offer.** Contractor understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until TARE executes this Agreement accepting Contractor's Bid. No officer, employee or agent of TARE has the authority to award contracts or legally obligate TARE or the City to any contract. Contractor shall not provide any Goods and/or Services to TARE pursuant to this Agreement before this Agreement is executed by TARE. If Contractor provides any Goods and/or Services to TARE pursuant to this Agreement before this Agreement is executed by TARE, such Goods and/or Services are provided at Contractor's risk and TARE shall have no obligation to pay for any such Goods and/or Services.



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4. **Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by TARE and terminating one year from that date. TARE in its sole discretion may offer Contractor an opportunity to renew this Agreement for nine additional one (1) year terms. Contractor understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by TARE of the Goods and/or Services set forth in this Agreement is subject to TARE's needs and to the annual appropriation of sufficient funds in TARE's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event sufficient funds to perform this Agreement are not appropriated or budgeted, this Agreement shall be null and void without further action by TARE or the City.
5. **Warranties.** Contractor shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Contractor expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Contractor also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by TARE or the City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Contractor be allowed to disclaim or otherwise limit the express warranties set forth herein.
6. **Warranty Remedies.** TARE or the City shall notify Contractor if any of the Goods and/or Services fails to meet the warranties set forth above, and Contractor shall promptly correct, repair or replace such Goods and/or Services at Contractor's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by TARE or the City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by TARE, then TARE at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Contractor. Contractor shall pay all expenses related to the return of such Goods to Contractor.
7. **Contractor Bears Risk.** The risk of loss or damage shall be borne by Contractor at all times until the Acceptance of the Goods or Services by TARE or the City.
8. **No Indemnification by TARE or the City.** Contractor understands and acknowledges that TARE is a public trust organized under Oklahoma law, and the 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, TARE and the City shall not indemnify or hold Contractor harmless from and against any loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Contractor shall not limit its liability to TARE or the City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. TARE reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Contractor.** Contractor agrees to indemnify, defend, and save TARE and the City and their respective officers, employees and agents harmless from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Contractor hereunder. Contractor shall pay all royalties and charges incident to such patents.
10. **No Insurance by TARE or the City.** If TARE is leasing Goods herein, neither TARE nor the City shall be required to obtain insurance for Contractor's property. Contractor shall be solely responsible for any insurance it deems necessary. TARE and the City are each self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. §§ 151 *et seq.*).
11. **No Confidentiality.** Contractor understands and acknowledges that TARE and the City are each subject to the Oklahoma Open Records Act (51 O.S. §§ 24A.1 *et seq.*) and therefore cannot assure the confidentiality of contract terms or other information provided by Contractor pursuant to this Agreement that would be inconsistent with compliance by TARE or the City with the statutory requirements thereunder.
12. **Non-Responsive Bids.** Contractor understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if TARE accepts Contractor's Bid and awards a contract to Contractor based on such Bid, TARE shall not be bound to any exceptions, changes or additions made by Contractor, and any terms and conditions



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added by Contractor which are not expressly agreed to by TARE in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.

- 13. **Compliance with Laws.** Contractor shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Contractor is responsible for any costs of such compliance. Contractor certifies that it and all of its subcontractors to be used in the performance of this Purchase 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.
- 14. **Termination.** TARE, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of TARE. If this Agreement is so terminated, TARE shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. TARE's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
- 15. **Price Changes.** The parties understand and agree that the variables in Contractor's cost of performance may fluctuate, but any change in Contractor's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Contractor's part. If the IFB provides that Contractor may include a price escalation provision in its Bid, Contractor's price escalation provision will be evaluated by TARE as part of Contractor's Bid price when awarding the Bid.
- 16. **Right to Audit.** The parties agree that Contractor's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by TARE or its designees. Contractor is required 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, the records shall be maintained for 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.
- 17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.

To Contractor: _____

To TARE: Tulsa Authority for the Recovery of Energy
c/o City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to each: TARE Secretary
City of Tulsa
2445 South Jackson Avenue
Tulsa, OK 74107

TARE Counsel
GableGotwals – ATTN: Stephen A. Schuller
1100 ONEOK Plaza – 100 West 5th Street
Tulsa, OK 74103-4217

- 18. **Relationship of Parties.** The Contractor is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for TARE under this Agreement. No employees, subcontractors or agents of the Contractor shall be deemed to be employees of



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TARE or the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by TARE or the City for their employees. The Contractor 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 shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall 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.

19. **Third Parties.** This Agreement is between TARE and Contractor and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** TARE and Contractor agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon TARE and Contractor and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement.
23. **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.
24. **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. TARE does not and will not agree to binding arbitration of any disputes.
25. **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.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This 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 TARE and Contractor. Contractor may not assign this Agreement or use subcontractors to provide the Goods and/or Services without TARE's prior written consent. Contractor shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 28.1 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;
 - 28.2 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



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reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

- 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
 - 28.4 The word “including” means “including, without limitation” and does not limit the preceding words or terms; and
 - 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Contractor to this Agreement, that s/he has read and understands the terms of this Agreement, and that Contractor agrees to be bound by this Agreement and its incorporated documents.

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IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. 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.

Contractor _____ Company _____ Name: _____

Sign Here ▶

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

Address [Please Print] _____ City _____ State _____ Zip Code _____

(____) _____ - _____
Telephone Number _____ Fax Number _____ Email Address _____

**TULSA AUTHORITY FOR THE RECOVERY OF ENERGY,
a public trust**

ATTEST:

By: _____
Chair

Date: _____

TARE Secretary

APPROVED:

TARE Counsel



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**FORM #3
INTEREST AFFIDAVIT**

STATE OF _____)
)ss.
COUNTY OF _____)

I, _____, of lawful age, being first duly sworn, state that I am the agent authorized by the Bidder to submit the attached Bid. Affiant further states that no officer or employee of the Tulsa Authority for the Recovery of Energy or the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidder's business or such a percentage that constitutes a controlling interest. Affiant further states that the following officers and/or employees of the Tulsa Authority for the Recovery of Energy or the City of Tulsa own an interest in the Bidder's business which is less than a controlling interest, either direct or indirect.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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



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FORM #4
NON-COLLUSION AFFIDAVIT

(Required by Oklahoma law, 74 O.S. §85.22-85.25)

STATE OF _____)
COUNTY OF _____)ss.

I, _____, of lawful age, being first duly sworn, state that:
(Bidder's Authorized Agent)

1. I am the authorized agent of the Bidder 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 Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Bidder'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 Bidder nor anyone subject to the Bidder's direction or control has been a party:
 - a. to any collusion among bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from bidding,
 - b. to any collusion with any municipal official or employee or officer, agent or trustee of the Tulsa Authority for the Recovery of Energy (TARE) 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 or employee or officer, agent or trustee of TARE concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

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



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**FORM #5
AFFIDAVIT OF CLAIMANT**

STATE OF _____)
)ss.
COUNTY OF _____)

The undersigned person, of lawful age, being first duly sworn on oath, says that all invoices to be submitted pursuant to this agreement with the Tulsa Authority for the Recovery of Energy or the City of Tulsa will be true and correct. Affiant further states that the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests and/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.

Company: _____

Remit to
Address: _____

City, State
Zip: _____

Phone: _____

Name (print): _____

Signature: _____

Title: _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

My commission expires: _____

My commission number: _____

County and State where notarized: _____

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



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**FORM #6
ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS**

I hereby acknowledge receipt of the following addenda or amendments, and understand that such addenda or amendments are incorporated into the Bid Packet and will become a part of any resulting contract.

List Date and Title/Number of all addenda or amendments: (Write "None" if applicable).

Sign Here ►

Printed Name: _____

Title: _____

Date: _____



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid on behalf of the Tulsa Authority for the Recovery of Energy (TARE) pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
 2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean TARE's selection of a Bid and award of a contract to the Bidder/Contractor.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean TARE or the City's written acknowledgement that Contractor has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by TARE which shall become a part of the agreement between the parties.
 - D. **“Authorized Agent”** means an agent who is legally authorized to bind the Bidder/Contractor under the law of the State in which the Bidder/Contractor is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Bidder. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - o **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Contractor, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - o **General Partnerships** – any partner can sign to bind all partners.
 - o **Limited Partnerships** – the general partner must sign.
 - o **Individuals** – no additional authorization is required, but signatures must be notarized.
 - o **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.
 - o **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.
- Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
- E. **“Bid”** means the Bidder's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Bidder chooses to submit to support the Bid.
 - F. **“Bidder”** means the legal entity which submits a Bid for consideration by TARE in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which TARE will accept Bids under an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Contractor”** shall mean the Bidder whose Bid TARE selected and awarded a contract.
 - K. **“Days”** shall mean calendar days unless specified otherwise.
 - L. **“Primary Contractor”** shall mean the Contractor whose Bid TARE selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - M. **“Project Buyer”** shall mean the City's employee assigned by TARE to serve as the contact person for Bidders/Contractors responding to Invitations For Bid or completing contracts herein.



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- N. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
- O. **“Secondary Contractor”** shall mean the Contractor whose Bid TARE selected as a back-up supplier in the event the Primary Contractor is unable to provide all the Goods and/or Services required.
- P. **“TARE”** shall mean the Tulsa Authority for the Recovery of Energy, a public trust.
- Q. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Contractor whose Bid TARE selected and awarded a contract.
- R. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.CityofTulsaPurchasing.org.
3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the Pre-Bid Conference, if required. Questions and concerns must be received no later than seven (7) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on TARE or the City. At TARE’s or the City’s discretion, any information or clarification made to you may be communicated to other Bidders that notified the City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and any payments made refunded.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City’s Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** Either TARE or the City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City’s Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. TARE or the City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term “no substitute” is used, references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. This Invitation for Bid may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, TARE or the City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to TARE or the City. In the case of existing contracts, you shall give TARE and the City 30 days’ advance notice in writing of any such proposed changes or substitutions. TARE or the City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.



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9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Contractor to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by TARE (as evidenced by TARE's execution of the Purchase Agreement) shall constitute a firm contract.
- A. BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
- B.** Sealed Bids may be either mailed or delivered, but must be received at:
- City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- C.** Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D.** Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due.
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. TARE will not accept faxed Bids**, nor will TARE or the City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F.** Neither TARE nor the City is responsible for any of your costs in preparing the Bid response, attending a Pre-Bid Conference, if required, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G.** All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H.** If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I.** The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J.** Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K.** The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. TARE or the City on TARE's behalf may reject any or all Bids, in whole or in part.



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- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to TARE or the City.**
 - C. A Bid may be rejected if Bidder is currently in default to TARE or the City on any other contract or has an outstanding indebtedness of any kind to TARE or the City.
 - D. TARE reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to TARE, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
14. **PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of both TARE and the City, TARE, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by TARE and Bidder/Contractor.
15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that TARE or the City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City or TARE, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, TARE reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in TARE's best interest.
16. **IRS FORM W-9.** If TARE selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide TARE with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If TARE accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City on TARE's behalf is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to: TARE@CityofTulsa.org. Payment will be made Net 30 days after receipt of a properly submitted invoice or the TARE's Acceptance of the Goods and/or Services, whichever is later, unless TARE decides to take advantage of any prompt payment discount included in the Bid.



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SPECIAL REQUIREMENTS

1. Irrevocable Offer Period. You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.

2. General Liability/Indemnification. You shall hold TARE and the City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold TARE and the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. Liens. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to TARE or the City free and clear of liens. Delivery by Bidder to TARE or the City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by TARE or the City as a result of the existence of such liens shall be paid to TARE or the City by Bidder. At TARE's or the City's option, TARE or the City may return such goods to Bidder and Bidder shall pay the cost of returning such goods and reimburse TARE or the City for any payments made for such goods.

4. Insurance. If checked "Yes," the following insurance is required: **Yes:** ✓ **No:**

Bidder and its subcontractors must obtain at Bidder's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

Personal injury, each person	\$ 175,000.00
Property damage, each person	\$ 25,000.00
Auto Liability, each occurrence	\$ 1,000,000.00
Personal injury and property damage, each occurrence	\$ 1,000,000.00
Workers' Compensation	(Statutory limits)

BIDDER'S INSURER MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for contract award by TARE to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet (and a copy to TARE@CityofTulsa.org) with a Certificate of Insurance. 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. Invitation for Bid number
- H. Insured or Additional Insured shall include both the City and TARE and their respective officers, agents and employees

The Bidder shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of the Bidder to notify City and TARE of any change in coverage or insurer by providing City and TARE with an updated



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Certificate of Liability Insurance. Failure of Bidder to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Bidder who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements.

5. Bonding.

A. Bid Bond. If the box is checked "Yes," the Bid Bond is **required**:

Yes:

No:

B. Performance Bond. If the box is checked "Yes," the Performance Bond is **required**:

Yes:

No:

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

Yes:

No:

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the nature of their relationship with the Bidder.

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TECHNICAL SPECIFICATIONS

DEFINITIONS:

Acceptable Waste – non-hazardous residential solid waste or organic waste that is generated at residences within the City of Tulsa and is collected and transported by Residents and can be legally disposed of at the Disposal Facility. Acceptable Waste shall NOT include: waste generated by or as a result of a business or commercial operation, any Hazardous Waste, toxic wastes, Special Waste (as defined below and by federal, state or local law regulations), Unacceptable Waste, or any other waste which is not acceptable at any Disposal Facility under federal, state or local law or regulations.

Authority – Tulsa Authority for the Recovery of Energy, also known as TARE.

Disposal Facility – a facility physically located within a distance not more than 25 miles from the center of the intersection of **East 31st Street and South Yale Avenue** in the City of Tulsa, Oklahoma, that is permitted to receive Acceptable Waste by the applicable federal, state, and/or local agency.

Free Landfill Days – the dates on which Residents shall be permitted to deposit Acceptable Waste at the Disposal Facility during the hours of 7:00 AM and 3:00 PM CT.

Hazardous Waste – any chemical compound, mixture, material, substance or article that is designated by the United States Environmental Protection Agency or appropriate agency of the federal or state government to be hazardous as that term is defined by or pursuant to federal, state or local law or regulations, and any toxic, infectious, radioactive, highly flammable, explosive waste or substance as such terms are defined by federal, state or local law regulations.

Resident – individual who resides within the municipal corporate limits of the City of Tulsa, Oklahoma, who shall establish such residency by his or her address on a valid Oklahoma Driver's License or a current City of Tulsa utility invoice.

Special Waste – Waste that requires special handling and management due to the nature of the waste, including, but not limited to, the following: (A) containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) waste transported in bulk tanker, (C) liquid waste, (D) sludge waste, (E) waste from an industrial process, (F) waste from a pollution control process, (G) residue and debris from the cleanup of a spill or release of chemical, or (H) any other waste defined by Oklahoma law, rule or regulation as "Special Waste"

Unacceptable Waste – material that is or contains Special Waste, Hazardous Waste, commercially-generated construction and demolition debris (other than the Resident's own household construction and demolition debris), or other materials which the Disposal Facility is not permitted to accept. Title to and liability for Unacceptable Waste shall remain with the Resident at all times.

Uncontrolled Circumstances – an act, event or condition (excluding those which result from willful or negligent action or inaction of a party) occurring during the Free Landfill Days that has or will materially affect the Disposal Facility's cost of performing the services, but only if such act, event or condition is beyond the reasonable control of the Disposal Facility. Uncontrollable Circumstances shall include, but are not limited to, the following: imposition of new or increased fees, surcharges, or taxes by local, state or federal agencies or governments; and act of God, and governmental restraint or trade.

SCOPE OF SERVICE:

On the Free Landfill Days (collectively the "Event"), the disposal facility will receive Acceptable Waste delivered to the Disposal Facility by the Residents. The Residents will be allowed to deliver Acceptable Waste to the Disposal Facility on these designated days at no charge to the Resident. The Disposal Facility shall keep verifiable records and shall invoice the Authority for the number and types of loads of Acceptable Waste delivered to the Disposal Facility by Residents. The Authority agrees to pay the Disposal Facility for the invoiced volume of Acceptable Waste delivered by the Residents during the Event no later than 30 days after the invoice date.

For each Event, the Authority will provide its own staff or employees at the Disposal Facility who shall verify that each individual delivering Acceptable Waste to the Disposal Facility as part of the Event resides within the City of Tulsa limits. The Authority shall provide a minimum of four (4) individuals (the "Authority's Agents"), at all times during the Event, to staff two (2) check-in stations at the Disposal Facility where the Authority's Agents shall conduct the resident verification process. The Authority's Agents shall be responsible for determining whether each Resident's vehicle, truck, or trailer meets the Authority's requirements on truck or trailer size. The Authority shall provide sufficient staff or employees during the Event so that traffic at the Disposal Facility flows smoothly.

The Disposal Facility has the right to refuse or reject any load that is or contains Unacceptable Waste. If a resident attempts to deliver



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Unacceptable Waste in violation of this agreement, the Disposal Facility may, in its sole discretion, either remove, manage, handle, and/or dispose of the Unacceptable Waste or require the Resident to promptly remove, manage, handle, or dispose of the Unacceptable Waste from the Disposal Facility at its sole cost.

Title to the Acceptable Waste delivered by the Resident shall be transferred to and vest in the Disposal Facility at the time the Acceptable Waste is fully unloaded at the disposal facility and the Resident's vehicle has departed the Disposal Facility. Prior thereto, title to the Acceptable Waste shall be in, and all risks and responsibilities thereto shall be borne by, the Resident delivering Acceptable Waste. Notwithstanding the foregoing, title and liability for Unacceptable Waste shall always remain with the Resident that delivered such Unacceptable Waste.

It is the intent during the contract period to provide the citizens of Tulsa Events consisting of two (2) weekend periods per year, for a total of four (4) weekend days each year. The weekends will be selected by mutual agreement between the Contract Administrator and the contracted landfill for the event to occur once in the Spring and once in the Fall. These "Free Landfill Days" will give the citizens of Tulsa the opportunity to dispose of their residentially generated Acceptable Waste. The Authority will pay the costs for these Residents to dispose of their residentially generated Acceptable Waste.

SPECIFICATIONS:

Residents of the City of Tulsa will be given the opportunity to participate in a "Free Landfill Days" program by allowing them to collect and dump unsightly residentially generated trash at no charge to the citizens. Disposal Facility must be open a minimum of 8 hours on the "Free Landfill Days" to accept Acceptable Waste from Residents. The Disposal Facility will take ownership for all Acceptable Waste once it has been deposited at the Disposal Facility, with no future liability to the Resident, TARE or City of Tulsa. The Disposal Facility must be permitted to receive Acceptable Waste by the applicable federal, state, and/or local agency.

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**EXHIBIT A
BID FORM INCLUDING DELIVERY AND PRICING**

1. DELIVERY: If your Bid is accepted and a contract is executed, state the number of days you need to deliver the Goods and/or to begin providing Services:

You must be able to deliver the Goods and/or Services as specified in your Bid. Failure to do so may result in TARE's terminating your contract or canceling the Purchase Order, pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

2. PRICING:

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Item	Description	Estimated Annual QTY	Unit Cost	Extended Cost
1	Cars	200		
2.	Trucks	2200		
3.	Trailers	900		
4.	_____	_____		
5.	_____	_____		
TOTAL COST NOT TO EXCEED: (All costs must be included or your Bid will be disqualified)			\$ _____	

“Unit Cost” shall mean the price applicable to each such vehicle at the time of each delivery of Acceptable Waste.
 “Extended Cost” shall represent the product of multiplying the Estimated Annual Quantity with the Unit Cost.
 The Costs shown above include all fees required by federal, state or local governmental authorities in connection with the receipt and landfilling disposal of Acceptable Waste as provided herein.
 Upon each effective annual renewal of the term of the contract, the above Unit Costs shall be increased or decreased at the commencement of the renewal term based upon the percentage change of the Consumer Price Index (CPI-U) for All Urban Consumers (U.S. City Average), Not Seasonally Adjusted during the previous calendar year, rounded to three decimal points, although in any case the increase or decrease of the Unit Costs upon any such annual renewal shall be limited to 5%.

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET