

# Invitation for Bid (IFB)

TAC 1228D

**Supplies or Services Requested:** HIGHWAY LIGHTING MATERIALS

**Department:** PUBLIC WORKS

**NIGP Commodity Code(s):** 285-76; 968-76

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	02/18/2025
Pre-Bid Conference <i>Location</i>	No Pre-Bid Conference
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	03/10/2025 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	03/19/2025

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

Samantha J. Toothaker, Senior Buyer | [stoothaker@cityoftulsa.org](mailto:stoothaker@cityoftulsa.org)  
*All questions should be emailed with **TAC 1228D** on the subject line.*

**Submit Bids (sealed) to:**

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

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



## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The goal of this solicitation is to secure a source to provide Highway Lighting Materials 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 of Tulsa is requesting Bids for Highway Lighting Materials for 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.

**Submittals must include a digital copy of the completed TAC 1228D Worksheet Excel file with pricing for all items within each section that Seller wishes to be considered for award.**

Complete TAC 1228D Worksheet including Unit Price, Sold By, and Mfg. & P/N Offered. An entry of "per spec" in the Mfg. & P/N Offered field will be understood as the item offered to be identical to the Approved Mfg. and Approved Part Number listed.

The single unit price is based on the Unit of Measure specified. For example, if the unit of measure is LF (linear feet) the unit price offered must be by the linear foot, not the sold-by unit of measure. If the item is sold by 10 LF lengths, the unit price would be 1/10 of the sold-by cost.

This IFB shall consist of furnishing supplies for the repair of highway lighting within the City of Tulsa by City crews. The IFB has been broken into sections of like items, as follows.

- Section A – Conduit and Underground Infrastructure
- Section B – Wiring
- Section C – Poles
- Section D – Transformer Base and Anti-Theft Parts
- Section E – Lighting Controller Parts
- Section F – Electrical Service Parts
- Section G – Fuses
- Section H – Fixtures
- Section I – Smart Control Systems

All references herein to the "Traffic Engineer" shall mean the City of Tulsa Traffic Operations Manager, or designee. Any references to "materials", "products", "equipment", "parts", or any other term used herein to describe those items set forth on Exhibit A, the Pricing and Delivery Schedule shall be considered "Supplies" for the purposes of this IFB.

The City, at its sole discretion, may elect to enter into additional contract(s) or agreements(s) with or purchase materials from other sellers.

Orders for materials will be placed in writing by the Traffic Engineer. No materials, equipment, or other items listed in this IFB shall be provided or shipped without a written request. Sellers shall provide an email address to send requests to. Any quantities listed are estimates and used for Bid evaluation purposes only. No guarantee of minimum or maximum quantities to be purchased is made by the City of Tulsa under this IFB.

During the Agreement period (including renewals), if an item listed in Exhibit A, Pricing and Delivery Schedule is no longer available, then a substitution may be suggested by the Seller. If any of the items named in the IFB is replaced in the Seller's and/or manufacturer's product line, then a newer product that is equal or better and serves the same functions may be substituted with City's approval. For any substitutions, the Seller must provide cut sheets on a replacement product within five (5) workdays of receiving a work order for approval by the Traffic Engineer. Said substitutions may also be included in any subsequent IFB renewal without necessitating a re-bid process: provided, however, this clause shall not be construed to allow inclusion of any equipment model, product or service that is not within the original scope or intent of the Specifications or IFB. Any substitutions or changes must be approved by the Traffic Engineer prior to acceptance of the Supplies or Services.

**STANDARDS:**

Unless otherwise noted in this Specification, all material provided shall meet the applicable requirements of the latest City of Tulsa Standards and Specifications, including but not limited to: COT Part 621 for Highway, Street and Pedestrian Lighting, Part 601 for Pull Boxes, Part 602 for Electrical Conduit and Part 611 for Electrical Conductors. Where City specifications and standards are silent then Oklahoma Department of Transportation (ODOT) Standards and Specifications shall apply, except as noted in this Specification. If all standards are silent, then work shall be at the direction of the Traffic Engineer; provided, however, this clause shall not be construed to allow inclusion of any equipment model, product, or service that is not within the original scope or intent of the Specifications or IFB.

**MATERIAL SPECIFICATIONS:**

All replacement parts and materials must meet manufacturer's requirements and must be equivalent or better than the part or material being replaced. All materials supplied shall be new, unused, and undamaged.

*Approved Products*

All materials provided shall be supplied per the approved materials listed on the City of Tulsa Traffic Operations Approved Products List (APL), or as listed in the Part Numbers and Equivalent Product information section of this Specification. Items may be added to the APL as directed in City of Tulsa Specifications, Part 627 for Pre-Qualification for Traffic Operations Materials. Any products or materials that are not specifically listed on the APL or in this Specification shall require cut sheets to be submitted with the bid package. The most recent Approved Products List may be found on the City of Tulsa website at the following link:

<https://www.cityoftulsa.org/government/departments/public-works/streets/traffic-operations-products-list/>

### **A. Conduit and Underground Infrastructure**

Pull box lids shall be secured to the pull box with bolts that have a specialized head. Hardware for installation and removal of the secure bolts shall be specialized and not be readily available on the open market.

Liquid tight metallic conduits shall not be stainless steel or aluminum.

All boxes, including junction boxes, shall be stainless steel and shall be lockable. Welding a lock and hasp to them is acceptable.

### **B. Wiring Materials**

For wiring inside of the poles, wiring shall be #12 Solid Copper THWN Black, #12 Solid Copper THWN White, and #12 Copper THWN Solid Green.

For wiring between poles, wiring shall be #4 Aluminum XHHW Black and #4 Aluminum XHHW White. Ground wires shall be either #4 Aluminum Stranded XHHW Green, #4 Aluminum Stranded Bare, or #6 Aluminum Stranded Bare. Other configurations of wiring may be used only at the discretion of the Traffic Engineer.

Butt splices shall be rated for #4 aluminum wire with anti-oxide anti-corrosive already included.

### **C. Poles**

Wooden poles shall be used for services and shall be 40 feet in height and used only as approved by the Traffic Engineer.

Any new high mast tower lowering devices installed shall be top latching.

High Mast Tower Cord shall be a 10/3 SJO cord.

Wallpacks shall come with plastic vandal guards.

Anchors for pole footings for standard (up to 40-foot tall) highway lighting poles shall meet the requirements of the latest ODOT Traffic Engineering Standards & Specifications for Highway Lighting.

### **D. Transformer Base and Anti-Theft Parts**

Bases shall be TB1-17 or TB3-17 unless otherwise approved by the Traffic Engineer.

All handhold covers and lighting pole transformer base doors shall be the Pelco Copper Safe system, or approved equal, and shall come with all associated hardware, locking kits, and security keys needed for installation and proper use of the system, sized to fit the pole where it is to be installed.

Anti-theft cabling devices shall be the Pelco Copper Safe Cable Retainer system, or approved equal, and shall come with all associated hardware needed for installation and proper use of the system.

### **E. Lighting Controller Parts**

Disconnect switches shall be as follows: 60 Amp, 600 Volt, 3-Pole, NEMA 3R.

Hand off auto switch shall come with a placard stating, 'Hand Off Auto.'

The lighting controller NEMA Type 3R enclosures shall be 24" X 24" X 10" in size. The Back Panel shall be 21" X 21" in size.

Handy box shall come with face plate for an HOA 30mm.

Padlocks shall be secured with a specialized key to better secure the lighting controllers.

Round locks shall be hidden shackle padlocks, all keyed alike.

All hardware shall be stainless steel and shall have anti-seize on the threads when installed.

#### **F. Electrical Service Parts**

Channel Strut shall be as follows: Galvanized, half-slot, 1-5/8" X 10' sections, 7/8" X 10' sections, or double strut, 1-5/8" X 10' sections, as specified.

Grounding clamps shall be acorn style. Ground rods shall be copper clad.

All hardware shall be stainless steel and shall have anti-seize on the threads when installed.

Do not use gel packs. Use direct burial unitap connectors with 4 ports or 6 ports in pole bases and pull boxes.

Lightning arrestors shall be used at the services only. All circuits shall be properly grounded to proof against lightning strikes.

#### **G. Fuses**

All fuse holders shall be the set-screw type only. No crimp style fuses shall be allowed.

#### **H. Fixtures**

Light Emitting Diode (LED) fixtures will be used where possible. High Pressure Sodium (HPS) will be used only as approved by the Traffic Engineer.

##### *LED Requirements*

LED replacement fixtures shall replace the entire fixture. Retrofit kits shall not be accepted.

All specified equipment shall be purchased new directly from an authorized distributor/reseller or manufacturer of luminaires product. All referenced national standards, including but not limited to IES, ANSI, ASTM, IESNA, FTC, and NEMA are to be the most current versions and shall be superseded by updated versions as they become available.

LED luminaires shall meet the following requirements:

1. Luminaires shall include a housing, ballast, reflector, refractor and lamp of the type and lumen rating as indicated on the materials request.

2. Luminaire shall meet foot candle and uniformity values as outlined in ANSI/IESNA RP-8-14, American National Standard Practice for Roadway Lighting, or the most current version.
3. Where LED fixtures are to be installed on existing poles luminaires shall meet the design parameters as close as possible utilizing the existing spacing.
4. LED luminaires shall have a minimum luminaire efficacy of 100 lumens per watt.
5. Luminaire shall be rated for operation in -40 degree Celsius to 50-degree Celsius ambient temperature.
6. Transmissive optical components shall be applied in accordance with OEM design guidelines to ensure suitability for the environment (e.g., electromagnetic, thermal, mechanical, chemical).
7. Luminaire shall be designed for ease of component replacement and end-of-life disassembly.
8. Electrical components shall come with disconnect connectors for ease of installation and maintenance.
9. Nominal luminaire input wattage shall account for nominal applied voltage and any reduction in driver efficiency due to sub-optimal driver loading.
10. Luminaire shall accept the voltage or voltage range specified at 50/60 Hz and shall operate normally for input voltage fluctuations of plus or minus 10 percent.
11. All internal components shall be assembled and pre-wired using modular electrical connections.
12. The following shall be in accordance with corresponding sections of ANSI C136.37.
  - Terminal blocks for incoming AC lines (electrical mains wires)
  - Photocontrol receptacle (when applicable)
  - Latching and hinging
  - Mounting provisions
  - Ingress protection
13. Luminaire shall have an external label per ANSI C136.15 and an internal label per ANSI C136.22.
14. Fixture must have an IESNA luminaire classification not to exceed TM-15: B2 U2 G3.

LED Housings shall meet the following requirements:

1. The housing shall be primarily made of metal and shall be rust resistant and powder coated.
2. Driver shall be mounted internally and field replaceable.
3. All screws shall be stainless steel.
4. All components that require regular maintenance will require captive screws.
5. Painted or furnished luminaire surfaces shall achieve a scribe creepage rating of eight per ASTM D1654 after 5000 hours exposure to salt fog chamber per ASTM B117.
6. Meets minimum vibration withstand and capability as outlined in ANSI C136.31, 3G rated.

Optical requirements for LEDs shall be as follows:

1. The lens shall be clear, tempered, shock resistant glass. The optical system shall be sealed to protect against water and dirt with an IP66 Enclosure rating. The optic life should last as long as or longer than the existing fixture components.
2. Optic Assembly shall be rotatable to provide alignment of asymmetric distributions to the roadway.

Color attributes and color shift for LEDs shall be as follows:

1. Color Rendering Index (CRI) shall be no less than 70.
  2. Nominal Correlated Color Temperature (CCT) shall be 4100 K +/- 300K.
- LED drivers shall meet the following requirements:

1. The minimum power factor of the power supply shall be .90 or greater at full input power and across specified voltage range.
2. Electronic driver has an expected life of 100,000 hours at 25-degree Celsius, L83.
3. LED light engines are rated >100,000 hours at 25-degree Celsius ambient temperature.
4. Driver meets maximum harmonics distortion (THD) of 20% and is RoHS compliant.
5. Provide a three-stage terminal block for ease of installation.

Photocontrol receptacles and control interfaces for LEDs shall be as follows:

1. Photocontrol provided must be specifically designed for use with LED fixtures.
2. Luminaire designation(s) indicated "ANSI C136.41, 7-pin" shall be fully prewired and shall incorporate an ANSI C136.41 compliant receptacle. If a dimmable LED driver is specified, its 0-10V or DALI control wires shall be connected to the receptacle pads as specified in ANSI C136.41; connection of the two remaining pads shall be by Supplier.
3. Provide a long-life solid-state locking-style photocontrol with a minimum 20-year rated life.

Interference and power quality for LEDs shall be as follows:

1. Luminaire shall comply with FCC 47 CFR part 15 interference criteria for Class A digital devices.
2. Luminaire shall comply with section 5.2.5 (luminaires rated for outdoor use) interference criteria of ANSI C82.77 at full input power and across specified voltage range.

Thermal management for LEDs shall be as follows:

1. Luminaire shall start and operate in ambient temperature range specified.
2. Maximum rated case temperature of driver and other internal components shall not be exceeded when luminaire is operated in ambient temperature range specified.
3. The thermal management system shall facilitate hose-down cleaning and be resistant to debris buildup.
4. No liquids or moving parts shall be accepted.

Electrical safety and immunity requirements for LEDs shall be as follows:

1. Luminaire shall be listed for wet locations.
2. A surge device shall be included and shall be designed to meet ANSI/IEEE C62.41, Category C, with a high exposure level.
3. Luminaire shall meet the performance requirements specified in ANSI C136.2 for dielectric withstand, using the DC test level and configuration and electrical immunity, using the combination wave test level - Basic (6kV / 3kA).
4. Manufacturer shall indicate in the certification whether failure of the electrical immunity system can possibly result in disconnect of power to luminaire.



For LED luminaires offered that are not listed on **TAC 1228D Worksheet Excel file**, Seller must submit five copies of a complete materials schedule and proposed equipment including catalog cuts, diagrams, drawings, and the following:

1. LM-79 luminaire photometric report(s) shall be produced by the test laboratory. The test laboratory must hold National Voluntary Laboratory Accreditation Program (NVLAP) accreditation for the IES LM-79 test procedure.
2. Complete luminaire catalog number.
3. Goniophotometer - Backlight-Uplift-Glare (BUG) ratings shall be for initial (worse-case) values, i.e., Light Loss Factor (LLF) – 1.0.
4. Lumen Depreciation in accordance with the most current version of IES LM-80 and IES TM-21.
5. Computer generated point by point photometric analysis of maintained light levels per ANSI/IES RP-8. Calculations shall be for maintained values, i.e., Light Loss Factor (LLS) < 1.0, where  $LLF = LLD \times LDD \times LATF$  and Lamp Lumen Depreciation (LLD) based on the TM-21 data and 50,000 hours of operation, with the following requirements:
  - a. Luminaire Dirt Depreciation (LDD) = .90,
  - b. Luminaire Ambient Temperature Factor (LATF) = 0.96, and
  - c. Listing and labeling by applicable testing bodies as determined by the US Occupational Safety and Health Administration (OSHA) as a Nationally Recognized Testing Laboratory (NRTL) which includes CSA (Canadian Standards Association), ETL (Edison testing Laboratory), and UL (Underwriters Laboratory).
6. Documentation supporting any U.S origin claims for the product, in accordance with FTC guidance.
7. Summary of reliability testing performed for LED driver(s).
8. Safety certification and file number indicating compliance with UL 1598.
9. Written product warranty.

#### **I. Smart Control Systems**

The smart node system uses photocontrol nodes for the highway lighting luminaires. The photocontrol nodes shall be able to control the luminaire on which it is installed, shall communicate with other controls, access points, and gateway devices via radio signals, shall diagnose the luminaire, shall perform real time commands, shall intelligently operate the luminaire despite network connectivity loss, and shall be on the same photocontrol node system currently being used at other locations in the city.

### **PART NUMBERS AND EQUIVALENT PRODUCT INFORMATION**

If Seller is offering an alternate product for items listed on **TAC 1228D Worksheet Excel file**, Seller must have the alternate(s) approved as equal so that they are compatible with existing systems. **To have an approved equal considered, please submit cut sheets and specifications on the products along with your Bid for approval by the Traffic Engineer. Please attach them to the back of your Bid Packet.**

### **PARTS NOT LISTED**

For any parts that are not listed specifically in this IFB, Sellers are asked to provide a discount on all electrical and highway lighting materials and supplies used within highway lighting repair work. Sellers should indicate the percentage discount on the manufacturer's published price list in Section J. of Exhibit A.

## **TESTS AND ACCEPTABILITY OF MATERIALS**

Submittals for parts and materials shall be provided as set forth in this IFB. Any substitutions or changes must be approved by the Traffic Engineer prior to Acceptance of the products.

For LED lights the City reserves the right to give a conditional approval so that a Bidder may Bid based on a review and approval by the City of documentation on the factory tests. If this information is not adequate, prior to award of bid, the City may also request luminaire samples identical to product configurations submitted for inspection. The City may request IES LM-79 testing of luminaire samples to verify performance is within manufacturer-reported tolerances. Sellers must electrically test fully assembled luminaires before shipment from factory and provide documentation to the City prior to acceptance of the product. After installation the City may perform IES LM-50 (field measurements) to verify performance requirements, giving consideration to manufacturing tolerances and measurement uncertainties as outlined in IES LM-61 and NEMA LSD 63.

## **WARRANTIES**

Materials shall come with either a one-year warranty or a standard manufacturer's warranty, whichever is longer .

LED products shall come with a minimum 5-year warranty covering maintained integrity and functionality of the following:

- Luminaire housing, wiring, and connections.
- LED Light source(s) - Negligible light output from more than 10 percent of the LED packages constitutes luminaire failure.
- LED Driver(s).

A longer warranty period is preferred. The warranty period shall begin upon receipt of the product by the City of Tulsa.

## **REPORTING**

The Seller awarded the bid will provide Monthly, Quarterly, and / or Annual Reports on all products sold to the City of Tulsa when requested. Reports should be made available within seven (7) calendar days following the request made by the City of Tulsa.

### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email Cheryl Quin at [purchasing@cityoftulsa.org](mailto:purchasing@cityoftulsa.org) or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.  
***Attendance Requirement***
  - Attendance at the Pre-Bid Conference is required to submit a Bid.
  - Attendance is not required to submit a Bid.
3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

**Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:**

**City of Tulsa - City Clerk's Office  
175 East 2<sup>nd</sup> Street, Suite 260  
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

**Exceptions to Timeliness Requirement**

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening:** All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma.

**IV. BID EVALUATION AND AWARD**

1. **Bid Evaluation:** The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City’s needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal:** The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
- A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
  - The Bid does not meet specifications and requirements in some material way;
  - The Bidder holds outstanding debt to the City;
  - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder’s liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities, or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk’s office before the City’s close of business on the Bid Submission Date.

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

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2<sup>nd</sup> Street, 2<sup>nd</sup> Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries. All Bid awards are subject to Acceptance by the City.

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**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 Involved:** **Yes:**  **No:**

**6. References Required:**

**Yes:**

**No:**

**If yes, number of references required: 3**

For each reference, the following information must be included: Company Name, Contact Name, Full Mailing Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	(    ) _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	(    ) _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	(    ) _____
Email Address:	_____
Description of	_____
Supplies/Services Provided:	_____

**7. Data Rider 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 **on the lines below:**

- Section A – Conduit and Underground Infrastructure \_\_\_\_\_
- Section B – Wiring Materials \_\_\_\_\_
- Section C – Poles \_\_\_\_\_
- Section D – Transformer Base and Anti-Theft Parts \_\_\_\_\_
- Section E – Lighting Controller Parts \_\_\_\_\_
- Section F – Electrical Service Parts \_\_\_\_\_
- Section G – Fuses \_\_\_\_\_
- Section H – Fixtures \_\_\_\_\_
- Section I – Smart Control Systems \_\_\_\_\_

At the sole discretion of the City, sections of the IFB may be awarded to multiple Sellers. It is preferred that Sellers provide a Bid on all items in the IFB, however, Sellers must provide a Bid for all items in any given section of the Exhibit A – Delivery and Pricing that they wish to be considered for award. Seller will not be considered for award for any section where Seller fails to Bid all items within that section.

If an item listed in the TAC 1228D Worksheet is no longer available, then a substitution may be suggested by the Seller for approval by the Traffic Engineer, but specifications and cut sheets on the replacement product **must be submitted with the Bid. The Seller will not be considered for award for any section where Seller offers a substitution for an item but fails to provide specifications and cut sheets for the proposed substitution.**

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.

**Extended totals from Seller's TAC 1228D Worksheet must also be filled in on Seller's Exhibit A Pricing Total Cost By Section Summary table. Failure to do so may cause Seller's Bid to be deemed non-responsive.**

**Pricing:**

Total Cost By Section Summary From TAC 1228D Worksheet Excel File		Extended Totals
Section A Cell# H96	Conduit and Underground Infrastructure	\$
Section B Cell# H113	Wiring Materials	\$
Section C Cell# H145	Poles	\$
Section D Cell# H159	Transformer Base and Anti-Theft Parts	\$
Section E Cell# H179	Lighting Controller Parts	\$
Section F Cell# H235	Electrical Service Parts	\$
Section G Cell# H247	Fuses	\$
Section H Cell# H267	Fixtures	\$
Section I Cell# H272	Smart Control Systems	\$
<b>TOTAL COST NOT TO EXCEED:</b> (All costs must be included, or your Bid will be disqualified) Cell# H273		\$ _____

**Section J. Miscellaneous Highway Lighting Supplies**

Please provide a percentage discount for Supplies not specifically included on TAC 1228D Worksheet Excel File.

Item	Description	Name of & Link to Mfr's Published Price List (Use Suggested Dealer Cost)	% Discount
J.1			%
J.2			%
J.3			%
J.4			%
J.5			%

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

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

- a. The change in the Consumer Price Index from BLS Table 1\* (web link below) from the prior year
- b. Or the following fixed percentage: \_\_\_\_\_%.

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

**Addenda**

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

_____#	_____#	_____#	_____#	_____#
Addenda #	Addenda #	Addenda #	Addenda #	Addenda #

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

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

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

**Bidder’s Address:** \_\_\_\_\_  
 Street City State Zip Code

**Bidder’s Website Address:** \_\_\_\_\_

**Sales Contact:**

**Contact for Legal Notice:**

Name: \_\_\_\_\_  
 Title/Position: \_\_\_\_\_  
 Street: \_\_\_\_\_  
 City: \_\_\_\_\_  
 State: \_\_\_\_\_  
 Phone: \_\_\_\_\_  
 Email: \_\_\_\_\_

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: \_\_\_\_\_

**END OF EXHIBIT A**

## AFFIDAVIT NON-COLLUSION, INTEREST, AND CLAIMANT

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

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

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

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

Signature

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

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

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

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

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

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

## PURCHASE AGREEMENT

(Page 1 of 5)

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

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

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

### WITNESSETH:

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

### TAC 1228 D Highway Lighting Materials

(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](http://www.cityoftulsa.org/purchasing)

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

## PURCHASE AGREEMENT

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

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

- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

## PURCHASE AGREEMENT

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at [www.dhs.gov/E-Verify](http://www.dhs.gov/E-Verify).
18. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
19. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: [apinvoices@cityoftulsa.org](mailto:apinvoices@cityoftulsa.org). Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

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

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

20. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:  

To Seller:	To CITY:	Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form. City Clerk CITY OF TULSA, OKLAHOMA 175 E. 2 <sup>nd</sup> Street, Suite 260 Tulsa, Oklahoma 74103
	With a copy to:	Tulsa Purchasing Division 175 E. 2 <sup>nd</sup> Street, 15 <sup>th</sup> Floor Tulsa, OK 74103
23. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment



## PURCHASE AGREEMENT

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of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
28. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
29. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
30. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
  - 34.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
  - 34.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
  - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

# PURCHASE AGREEMENT

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- 34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

- 35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 36. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

**IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.**

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: \_\_\_\_\_

**Sign Here ►** \_\_\_\_\_

ATTEST:

Printed Name: \_\_\_\_\_

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

\_\_\_\_\_  
Corporate Secretary

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

**CITY OF TULSA, OKLAHOMA,  
a municipal corporation,**

ATTEST:

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

Mayor

\_\_\_\_\_  
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: \_\_\_\_\_

<b>BIDDER CHECKLIST</b>		
<b>BIDDER DOCUMENTS</b>	<b>PAGES</b>	<b>INCLUDED?</b>
Notice of Invitation for Bid (Cover page and Sections I, III, IV)	1-2, 11-13	
Specifications (Section II)	3-10	
Insurance Requirements, Bonding, Funding (Section V)	14	
References (Section V, required form)	15	
Sample Forms (Section VI)	16	
EXHIBIT A: Delivery and Pricing (required form)	17-20	
Affidavits (required form) <b>Signatures of Authorized Agent and notarization required.</b>	21	
Purchase Agreement (required form) <b>Complete legal name and address in first paragraph. Complete legal name on signature block. Signature by Authorized Agent required.</b>	22-26	
Bidder Checklist	27	
Electronic Bid Copy on USB Flash Drive (required)		
Certificate(s) of Insurance (Attach at the back of Bid Packet)		
Additional Documentation (Attach at the back of Bid Packet)		

- **Please Return Entire IFB Document with Your Bid including Completed Required Forms.**
- **Any contact with City Employees or Officials, other than the Assigned 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 2<sup>nd</sup> Street, Suite 260  
Tulsa, OK, 74103

**Bidder Submission For:**

BID# TAC 1228D

BID DESCRIPTION: HIGHWAY LIGHTING MATERIALS

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.