

# Invitation for Bid (IFB)

TAC 1169G

**Supplies or Services Requested:** Southside Liquid Biosolid Disposal by Land Application

**Department:** Water & Sewer

**NIGP Commodity Code(s):** 958-12

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	04/24/2025
Optional Pre-Bid Conference <i>236 W 71St St, Tulsa, OK 74132</i>	05/20/2025 at 10:00 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	05/27/2025 <i>9 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>	06/04/2025

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

Rachel Harders, Buyer | [rachelharders@cityoftulsa.org](mailto:rachelharders@cityoftulsa.org)  
*All questions should be emailed with **TAC 1169G** on the subject line.*

**Submit Bids (sealed) to:**  
City of Tulsa – City Clerk’s Office  
175 E. 2<sup>ND</sup> St., Suite 260  
Tulsa, OK 74103

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



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

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The goal of this solicitation is to secure a source to provide Liquid Biosolids Disposal by Land Application services for the Southside Wastewater Treatment Plant for use by the Water and Sewer Department of the City of Tulsa.

### 2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your **Authorized Agent's** signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

### **Authorized Agent**

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an **"Authorized Agent."** An **Authorized Agent** means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the **Authorized Agent** for each of the following types of entities is as stated below:

- **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature. (See **IFB Section VI for sample of a Certificate of Secretary**)
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature. (See **Section VI for sample of a Consent of Members**)

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

## II. SCOPE OF SERVICES AND SPECIFICATIONS

### 1. Scope of Services

The City is requesting Bids for Liquid Biosolids Disposal by Land Application services for the Southside Wastewater Treatment Plant for use by the Water and Sewer Department.

#### **Delivery Requirements**

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

### 2. Specifications

#### **201.0 GENERAL:**

Services will take place at the Southside Wastewater Treatment Plant, which generates anaerobically digested Class B biosolids that are currently stored in a lagoon prior to liquid land application.

- 201.1 The Seller agrees to load, transport, apply and incorporate all biosolids, as required, stored within the lagoon at the Southside facility. Historically, removal of biosolids has been carried out to leave approximately one foot (1') of biosolids in the lagoon to ensure protection of the clay liner. The Seller, at the option of the City, shall remove all biosolids from the lagoon or remove biosolids to leave approximately 1 foot remaining. In either case, care must be taken by the Seller to not disturb the lagoon's protective clay liner.

The Seller's obligation to complete the removal of material from the lagoon will be **45 calendar days** from notification in writing from the City to commence work on the lagoon. The actual pay quantity will be based upon the volume of material contained in the lagoon after removal of all readily pumpable material by the City, as determined by measurements made just prior to commencing work under this Agreement. These measurements shall be made by City survey crews, with all computations of pay quantity volumes performed by the City. All survey notes and computations will be furnished to the Seller. The City and the Seller must arrive at a mutually agreeable volume for the purpose of payment prior to commencement of work.

The Southside Wastewater Treatment Plant produces and land applies an average of 3,000,000 gallons of liquid biosolids per year. The quantity stated in Bid Item No. 204.1, 204.2, and 204.3 of the Exhibit A, Delivery and Pricing page, is an estimate to be used for bidding purposes only. The Seller will be paid on a per gallon basis and must provide sufficient equipment to load, transport, apply and incorporate all biosolids as required within the IFB.

- 201.2 The City's contact person during the term of this Agreement is Steven Meier, Support Services Manager, Water and Sewer Department (herein referred to as the "Engineer").

#### **202.0 QUALIFICATION REQUIREMENTS FOR BIOSOLIDS REMOVAL**

- 202.1 The Seller shall have performed five (5) projects similar in scope, and in accordance with all applicable laws and ordinances and shall hold a current applicable license to perform such services.

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

- 202.2.1 Experience in loading, pumping, transporting, unloading, and land applying biosolids. It is not required that the Seller have experience in the State of Oklahoma. Provide a reference list of at least five (5) similar projects, showing:
- a) Locations
  - b) Distance Hauled
  - c) Size and type of trucks and/or trailers used on work
  - d) Quantities Hauled
  - e) Materials Hauled
  - f) Contact Name and phone number
- 202.2.2 Statement of Bidder's thorough understanding of the regulatory agencies' requirements in the State of Oklahoma that apply to the proposed method of biosolids disposal.
- 202.2.3 Seller has 10 days after notification that their Bid was selected for contract award by the City to provide a list of all equipment proposed to be utilized including:
- a) Type of Equipment
  - b) Manufacturer
  - c) Model
  - d) Year
  - e) Hauling Capacity
- 202.3 Bidders who have been previously qualified for any biosolids removal or disposal contracts are not exempt from the requirement to submit qualification information as required in section 202.2 above.

### **203.0 BIOSOLIDS REMOVAL AND DISPOSAL**

- 203.1 Seller shall mix the lagoon prior to removing any material. This has typically been done in the past using a lagoon crawler. After the lagoon contents have been mixed, the Seller may then use a farm type tractor and power take-off driven type pump or similar combination or arrangement of equipment, subject to the approval of the City, provided that the tractor and associated equipment rest entirely upon the existing concrete lagoon ramp. Any pump or equipment shall not be placed on the side slopes of the lagoon without permission of the City.
- 203.2 The ramp at the Northwest and Northeast corner of the lagoon can be used to perform the work.
- 203.3 Seller shall be responsible for the removal, transportation, land application, earth incorporation and all other work and operations incidental to disposal of biosolids contained within the Southside Wastewater Treatment Plant lagoon in accordance with these Agreement documents.

### **204.0 BID ITEMS**

- 204.1 LABOR EQUIPMENT AND MATERIALS NECESSARY FOR PARTIAL CLEANOUT OF BIOSOLIDS CONTAINED WITHIN THE SOUTHSIDE LAGOON PER THE IFB. BID IS UNIT PRICE PER GALLON.

204.1.1 The Services under this item shall consist of the labor, equipment and materials to remove with a float mounted dredge, raft or biosolids pump, biosolids contained within the lagoon to the average surface elevation given and to dispose of said biosolids by land application as described in these Agreement documents. The lagoon shall be emptied of biosolids to an average surface elevation that has historically been achieved. This elevation is approximately one foot (1.0') higher than the lagoon's average bottom elevation. All biosolids above this elevation shall be removed as well as removal of all grass clots, grit, and other nonvolatile substances that protrude above the surface of the lagoon on the sides. The debris shall be mixed in with the contents of the lagoon in order to establish a uniform percent solid. Mileage under this bid item will be 44 miles round trip. Routes shall be determined by the City.

No reimbursement shall be made for any biosolids removed below the elevation of 620.7', which is 1' above the bottom of the lagoon.

204.1.2 The dimensions of the lagoon are described in the Payable Volume Calculation Worksheet, provided in the specifications. Bidders shall obtain all dimensions and measurements and depths of biosolids to determine the biosolids quantity and through biosolids sampling and analyses determine pertinent biosolids characteristics for bidding purposes. The Bid is for the actual volume of biosolids above the removal elevation given in 204.1.1.

204.1.3 PAYMENT: Payment for this item shall be made at the unit price per gallon of material removed from each lagoon to the extent given in 204.1.1 and incorporation into the soil at the application sites selected by the City. The quantity stated in Bid Item No. 204.1 of Exhibit A, the Delivery and Pricing page, is an estimate to be used for bidding purposes only. The actual pay quantity will be based upon the volume of material contained in the lagoon after removal of all readily pumpable material by the City as determined by measurements made just prior to commencing work under this bid item. These measurements shall be made by City survey crews, with all computations of pay quantity volumes performed by the City. All survey notes and computations will be furnished to the Seller. The Payable Volume Calculation Worksheet, provided in these specifications, shall be used to determine the mutually agreed upon volume prior to commencement of work.

204.1.4 Haul routes to and from the application sites shall be determined by the City before each trip.

204.2 LABOR, EQUIPMENT AND MATERIALS NECESSARY FOR CLEANOUT OF BIOSOLIDS BELOW 204.1.1 ELEVATION (TOTAL CLEANOUT) CONTAINED WITHIN THE SOUTHSIDE LAGOON PER THE IFB. BID IS UNIT PRICE PER GALLON.

204.2.1 The services under this item shall consist of labor, equipment, and materials to remove all biosolids contained within the lagoon below the average surface elevation left after partial cleanout specified in 204.1 and to dispose of said biosolids by land application as described in the IFB. Each lagoon shall be emptied of biosolids to the bottom elevation or shall be emptied to an elevation slightly above the bottom elevation at the discretion of the Engineer. The City does not anticipate doing a total cleanout of the lagoon, but if the situation arose

due to a leak or some other unforeseen circumstance, then the City would like to have the option of requiring a total cleanout of the lagoon.

204.2.2 The dimensions of the lagoon are described in the Payable Volume Calculation Worksheet, provided in the Specifications. Bidders shall obtain all dimensions and measurements and depths of biosolids to determine the biosolids quantity and through biosolids sampling and analyses determine pertinent biosolids characteristics for bidding purposes.

204.2.3 PAYMENT: Payment for this item shall be made at the unit price per gallon of material removed from the lagoon to the extent given in 204.2.1 and incorporation into the soil at the application sites selected by the City. The quantity stated in Bid Item No. 204.2 of Exhibit A, the Delivery and Pricing page, is an estimate to be used for bidding purposes only.

The actual pay quantity will be based upon the volume of material contained in the lagoon after removal of all readily pumpable material by the City as determined by measurements made just prior to commencing work under this bid item. These measurements shall be made by City survey crews, with all computations of pay quantity volumes performed by the City. All survey notes and computations will be furnished to the Seller. The Payable Volume Calculation Worksheets, provided in these specifications, shall be used to determine the mutually agreed upon volume prior to commencement of work.

The Total Cleanout Payable Volume Calculation Worksheet, provided in these specifications, shall be used to determine the mutually agreed upon volume. The Seller's provided rod man shall measure the depth of biosolids from the lagoon floor surface to the removal elevation required by 204.1. The measurements will be evenly distributed throughout the lagoon. The City will provide the measuring rod. The average depth of biosolids will be utilized on the Total Cleanout Payable Volume Calculation Worksheets to calculate the payable volume of biosolids in each lagoon for this item.

204.2.4 Haul routes to and from the application sites shall be determined by the City before. each trip.

204.3 COST PER MILE FOR EACH 1,000 GALLONS HAULED FURTHER THAN 44 MILE ROUND TRIP HAUL ROUTE INCLUDED PER THE IFB. BID IS UNIT PRICE FOR 1.000 GALLONS PER MILE.

204.3.1 This bid item is for payment per mile of each 1,000 gallons of biosolid hauled further than 44-mile round trip haul route from the entrance gate at the Southside Wastewater Treatment Plant to the entrance of the field. For example, if 2,000,000 gallons is transported 2 miles further than the 44-mile round trip, then the quantity is:

$$\frac{2,000,000 \text{ gallons} \times 2 \text{ miles}}{\text{each } 1,000 \text{ gallons}} = 4,000 \text{ gallons} \cdot \text{miles}$$

204.3.2 Application sites and haul routes to and from the sites shall be determined by the City before each trip.

204.3.3 Haul routes will not include any Turnpike routes. Should the Seller decide that using the Turnpike is more efficient in reaching the site, then the Seller will be responsible for any Turnpike fees associated with the transportation of biosolids to the site.

204.3.4 **PAYMENT:** Payment for this item shall be for quantities determined by the City. Prior to work under this item, the City will issue a work order with the quantity in gallons of biosolid to be hauled; the round-trip haul route miles over 44 miles to the selected application site; and the pay amount for the selected site. Seller shall show their concurrence with said information by signing the work order and returning to the City. Only when the City and Seller mutually agree upon the pay amounts for the selected site will work commence under this item.

## **205.0 MISCELLANEOUS PROVISIONS**

205.1 The Seller shall furnish all labor, equipment, and supplies including water except as designated herein.

205.2 Seller shall strictly observe precautions stated in Section 219, Spill Prevention and Control Plan.

205.3 The equipment must be low ground pressure equipment of a track type, without cleats, as approved by the City.

205.4 The equipment used in the bottom of the lagoon must not exceed 5.0 psi of ground pressure or leave compaction, cutting of deep ruts and/or other damage to the clay liner. Prior to use, the Seller must submit manufacturer's specifications including information regarding ground pressure of the equipment to the City, for final approval.

205.5 Use of track equipment in the lagoon should be during daylight hours only.

205.6 Track equipment shall be used to crowd biosolids toward the dredge, mobile biosolids raft, or pump suction. All apparatus used for blading or dragging will require City approval.

205.7 Seller must use extreme caution not to damage or harm the lining of the lagoon.

205.8 Seller may not dig any sumps in the lagoon.

205.9 It is understood and agreed by the parties hereto that the dams, walls or dikes surrounding the lagoon as well as the bottom and side slopes of each lagoon are permanent in nature. Any damage thereto by Seller will be repaired by Seller.

205.10 Seller will supply sufficient resources to handle biosolids at a rate sufficient to remove and dispose of said biosolids in a timely and responsible manner and within the number of consecutive calendar days specified in Section 206, Scheduling.

205.11 Seller shall be responsible for the removal and proper disposal of all debris, including but not limited to grass clods, grit, and other nonvolatile substances within the lagoon, which protrude above the surface of the lagoon on the bottom and sides. The debris shall be mixed in with the contents of the lagoon in order to establish a uniform percent solids.



- 205.12 When Seller believes the surface elevation of the lagoon being emptied is approaching the required elevation, Seller may request a survey. Said survey will be conducted as specified in Section 213 to determine fulfillment of Agreement requirements. The City will perform all computations of average surface elevation and provide a copy of same to the Seller.
- 205.13 Upon completion of biosolids application to a given area, Seller shall leave the soil surface in a level condition equal to the soil surface prior to any disturbance due to the biosolids application activities or an interim condition acceptable to the property owner or operator. Seller shall be responsible for providing additional discing, dragging, or rolling operations at the completion of application projects to produce an acceptable soil surface.
- 205.14 Seller shall exercise care in use of proper equipment for biosolids application and incorporation to prevent soil compaction, cutting of deep ruts and/or other damage that may negatively impact the establishment and perpetuation of plant cover on the referenced land application sites. Low ground pressure flotation tires are required on all vehicles spreading biosolids.
- 205.15 Seller shall exercise care to avoid damage to land, roads, fences, growing crops and livestock which may arise out of the application of biosolids. The repair and/or replacement of any property of the landowner or operator, damaged by the Seller and/or Seller's subcontractor(s), shall be the responsibility of the Seller.
- 205.16 Daily samples are required each day of land application. The City will provide the sample bottles. Two samples are to be collected at the same time each day of land application. The date, time and lagoon name will be written on the sample bottle by the Seller, and the containers will be placed in the fridge at the Sludge Management building to the Northwest of the lagoon.
- 205.17 The Seller shall pay particular attention to cleanout around the discharge chute of the lagoon such that once the lagoon is put back into use, the sludge is able to easily flow into the lagoon.

## **206.0 SCHEDULING**

- 206.1 The Seller's obligation to complete the removal of material from each lagoon will be **45 calendar days** from notification in writing from the City to commence work on each lagoon.
- 206.2 The City shall schedule and perform the survey of the specific lagoon as specified in Section 213 within ten (10) calendar days from notification to commence work. The Seller shall witness said survey by signing a statement to that effect on a form provided by the City.
- 206.3 The Seller shall submit to the City's Engineer a proposed schedule for removal operations within ten (10) calendar days from the survey of the specific lagoon.

## **207.0 BIOSOLIDS TRANSPORTATION**

- 207.1 Any transportation of biosolids or other material by Seller shall be done in vehicles or equipment that contains the biosolids or other material in a manner to avoid the possibility of dripping, spilling, scattering, leaking or blowing. Should mishaps occur for



any reason, Seller shall be responsible for cleaning up any such biosolids or other material to the satisfaction of the City and other authorities having jurisdiction in accordance with Section 219.

207.2 All vehicles transporting biosolids shall not exceed the maximum allowable load limit (pounds) of any road or bridge being used.

207.3 All haul routes to and from the biosolids application sites shall be selected by the City before each trip.

207.4 Security at the facility will require badge access to enter facility gates. The Seller will ensure that all individuals needing access to the facility complete both the Access Card form and Background and Prescreen form. These forms can be obtained from the Engineer. Send the completed forms to the Engineer to get approval by the City. The Seller should try to complete these forms prior to starting the project in order to avoid delays in obtaining their personnel access to the facility.

**208.0 CONFORMANCE TO SLUDGE MANAGEMENT PERMIT AND INDIVIDUAL SITE-SPECIFIC PLAN**

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

208.2 The City will serve as primary contact with landowner/operator and will determine sites that will be utilized for biosolids application and method of biosolids application for each site in conjunction with landowner/operator. Final decision will rest with the City's Engineer as to sites utilized and application method required for each site. The City shall consider input from the Seller in arriving at said decisions.

208.3 The City has land already permitted to use for the land application projects. The Seller will not be responsible for land application permits.

**209.0 SELLER COOPERATION**

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

**210.0 SELLER CONDUCT**

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

**211.0 REMOVAL OF EQUIPMENT**

211.1 Seller agrees that upon termination of this Agreement, Seller, not later than thirty (30) days after such termination, (1) shall remove all its machinery, equipment and other

property from the treatment plant work site, (2) shall, except as may be otherwise provided in Section 211 hereof, at its own cost and expense, repair and restore all damage to City property caused by Seller or its operations, and (3) shall vacate the work site free and furnish City with satisfactory evidence of the foregoing. Title to any Seller property not removed from treatment plant work site within the time limit stipulated above shall vest in the City and the City may dispose of any such property at Seller's cost and expense.

## **212.0 UNDERTAKING BY THE CITY**

- 212.1 The City shall ensure Seller and its employees or agents access to and from the lagoon and the adjacent biosolids loading areas on City premises for removal operations five (5) days a week during normal work hours (Mon-Fri 7am-7pm). All other days and hours must be approved by the City's Engineer.
- 212.2 In the monitoring and inspection of Seller's performance of its Services under this Agreement, the City shall not unreasonably interfere with the removal, transportation and disposal operations of Seller and its employees or agents. It is understood and agreed, however, that the City may appoint such inspectors as deemed proper for the inspection and monitoring of Seller's operation on the work sites on City premises or the other sites. Seller shall furnish all reasonable assistance required by the inspectors for the proper inspection and monitoring of Seller's operations at the said work sites.
- 212.3 The City hereby designates the City's Engineer to be a liaison with Seller on matters pertaining to this Agreement and said Engineer and his designated assistants and inspectors shall have the right to inspect Seller's facilities, equipment and operations under this Agreement, whether or not such facilities, equipment and operations are located on City premises, day or night, to insure compliance with Agreement and to insure the health and safety of employees of the City provided; however, that Seller may designate portions of its facilities which it considers proprietary and any inspections of such portions shall be made only upon written request and after a written pledge of confidentiality is given with respect to proprietary aspects of such facilities.

## **213.0 SURVEYING LAGOONS**

- 213.1 Surveys shall be conducted by land surveyors registered in the State of Oklahoma. City will obtain the surveys using its own forces at the City's expense or if the Seller requests, an independent surveyor acceptable to Seller and the City will be hired to perform the work, expenses for which will be paid by the Seller.

If the City uses its own forces, Seller may employ an independent surveyor, at Seller's expense, to work with and verify the work of the City's forces. Any discrepancies shall be resolved before the mutually agreeable volume is calculated for the purpose of payment prior to the commencement of Services.

Copies of the City's survey notes will be made available to the Seller within five (5) business days following said survey.

Seller agrees to furnish the necessary equipment and suitably attired rod man to assist the City Survey Crew in conducting all required surveys prior to the commencement of work and upon the completion of each lagoon. Any discrepancies shall be resolved before the mutually agreeable volume is calculated for the purpose of payment prior to the commencement of work. The City and Seller will acknowledge their agents have

witnessed said measurement and agree with the payable volume of material by signing the Lagoon Survey Acceptance Form provided by the City.

- 213.2 City shall determine if excessive earth has been removed from lagoon bottom and/or side slopes. City shall calculate, in cubic yards, amount of earth removed excessively and deduct this from the final payment at a rate of \$300.00/cubic yard.
- 213.3 The dimensions of the lagoon are stated on the Payable Volume Calculation Worksheet. Bidders shall obtain all dimensions and measurements and depths of biosolids to determine the biosolids quantity and through biosolids sampling and analyses determine pertinent biosolids characteristics for bidding purposes. The Payable Volume Calculation Worksheet is subject to change, with mutual agreement of the parties, upon new survey elevations of the lagoon's bottom elevation.
- 213.4 Survey points should be evenly distributed across the lagoon. Twelve survey points are used for surveying the lagoon.

#### **214.0 BIOSOLIDS REMOVAL BY SELLER**

- 214.1 The City shall have the sole responsibility and risk of determining whether or not the biosolids to be removed off-site (1) complies fully with the terms of the Federal Resources Conservation and Recovery Act and its implementing regulations; (2) and meets any special disposal requirements under state and local law comparable to the disposal requirements prescribed by federal law for wastes within the terms of the Federal Resource Conservation and Recovery Act or Section 405 of the Federal Clean Water Act and 40 CFR Part 503.
- 214.2 The City shall have the sole responsibility and risk of establishing that the biosolids to be removed are not "nonconforming biosolids". For the purpose of this Agreement, nonconforming biosolids shall be biosolids which contain materials that are (1) toxic or otherwise hazardous as defined in 40 C.F.R. 261 promulgated by the United States Environmental Protection Agency (EPA), (2) listed as hazardous waste from non-specific sources in 40 C.F.R. 261.31 or hazardous waste from specific sources in 40 C.F.R. 261 promulgated by EPA or (3) are otherwise not suitable for disposal under applicable law. The City of Tulsa will perform all analytical testing on the biosolids. Field operations data is limited to gallons hauled per day and applied. Seller is not required to perform any metal or nutrient testing.
- 214.3 Seller agrees to remove the biosolids determined by Section 204.1. Provided, however, in the event that Seller has reason to believe that the biosolids to be removed are nonconforming biosolids as defined in Section 214.2 the Seller may refuse and shall not be required to remove such biosolids if in each such instance Seller shall furnish City with the written documentation identifying such biosolids and setting forth the specific reason for Seller's refusal to remove such biosolids from City's biosolids lagoon. Should such biosolids subsequently be determined not to be nonconforming biosolids as defined in Section 214.2 Seller shall not refuse to remove the same.
- 214.4 For the purpose of the Agreement, Seller shall be deemed to have removed biosolids when such biosolids shall have been loaded in a suitable vehicle, transported to an approved site and earth incorporated.

## **215.0 PERMITS**

- 215.1 Seller shall comply with all necessary permits, licenses and authorizations regarding removal, transportation and land application of biosolids as may be required by all applicable federal, state and local laws and regulations.
- 215.2 Seller will diligently pursue the issuance of required permits (if any) immediately following receipt of work order issued by the City.

## **216.0 LAWS, ORDINANCES AND REGULATIONS**

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

## **217.0 ELECTRIC POWER AND WATER**

- 217.1 Seller shall furnish all power.

## **218.0 METHOD OF APPLICATION OF BIOSOLIDS**

- 218.1 Method of application of biosolids will be dependent upon a variety of factors including, but not limited to, soil type, cropping plan, proximity to residential areas, soil moisture, and field condition. Seller shall have available vehicles specifically designed for application of municipal biosolids to agricultural lands. Seller will have available a tractor, a Lawson 12' by 42" single drum pull-type pasture aerator roller with transportation wheels or a City approved equivalent, a 16'-20' wide flexible wire harrow; Terra-Gator, Big A Biosolids Vehicle, AG-Chem 2004, AG-Gator equipped with both splash plates or spray bars for surface spreading to provide uniform application and grassland injectors with rolling coulters for subsurface injection of biosolids where prescribed by the City. Seller must have bleed air valves on hoses used to transfer biosolids from tankers to applicator vehicles to minimize spillage. The City of Tulsa does not provide any equipment.
- 218.2 The Seller shall mix the lagoon's contents to establish uniform percent solids to achieve a uniform rate of land application.
- 218.3 The Seller will be responsible for pasture aeration prior to land applying. The aerator must be used to aerate the site immediately prior to application.
- 218.4 The Seller will be responsible for biosolids incorporation with a chain drag or flexible wire harrow. After application of the biosolids, incorporation activities will be conducted using a chain drag or harrow. Based on weather conditions, a drag harrow must be used to enhance incorporation the same day. Incorporation shall meet the City's approval to effectively incorporate biosolids into the soil and improve site esthetics. Incorporation is required to meet the City's Vector Attraction Reduction (VAR) requirement per 40 CFR 503. The Seller shall not assume that the City meets the 38 % volatile solids reduction for VAR.
- 218.5 Application equipment shall be equipped with automatic valves so that the driver is able to turn the application on or off without leaving the cab of the vehicle.

- 218.6 No application is allowed if the ground is frozen, dry enough to preclude penetration by the aerator or saturated soil conditions.
- 218.7 The City will flag buffer zones around any residence, potable water supply well, public water supply surface water intake, waterways or public roadways. The Seller shall not land apply biosolids past those flags.

## **219.0 SPILL PREVENTION AND CONTROL PLAN**

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

### **219.1 Spill Prevention**

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

### **219.2 Spill Control**

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

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

## **220.0 WEEKLY PROGRESS REPORTS AND MONTHLY PROGRESS MEETINGS**

- 220.1 Seller shall keep records of the gallons hauled and applied to each field. These records shall be sent to the Engineer daily (on weekdays) so that the City can maintain accurate records of the gallons hauled and applied.
- 220.2 The City reserves the right to require the Seller to submit weekly written reports to the City's Engineer detailing project progress to date, problems encountered or anticipated which impact project progress and plans for next week's work. Project progress reports shall be due on a weekday mutually agreeable to the City and Seller and shall be specified at the Pre-work Conference. The initial project progress report will be due following the first full week after the issuance of work order.
- 220.3 The City reserves the right to hold monthly progress meetings. These meetings shall be held in Tulsa between designated Seller representative(s) and City Water Pollution Control personnel or representatives when deemed necessary. The Pre-work Conference will constitute the first monthly progress meeting and subsequent meeting dates and times will be agreed upon at the Pre-work Conference, mutually agreeable to the City and Seller.

## **221.0 TESTING AND REPORTING REQUIREMENTS**

- 221.1 The City shall have the responsibility for testing the biosolids to the extent given in the City of Tulsa Biosolids Management Plan. Monitoring and Reporting of the biosolids application shall be conducted for the purpose of regulating and varying the hydraulic loadings to approximately attain but not exceed the annual application rates detailed in the City of Tulsa Biosolids Management Plan for the respective biosolids and for the purpose of meeting all reporting requirements. Tests will be conducted more frequently only if the biosolids characteristics are observed to materially change and the City reserves the right to suspend Seller operations pending the determination of biosolids characteristics.

A recent Sample Analysis Report for the Southside Lagoon is included for informational purposes at the end of the Specifications section.

Note: The record drawings and plans and Operations and Maintenance Manuals made available for this project are for information purposes only. The City makes no representation or guarantee with respect to the accuracy of any information contained therein. It is the Seller's responsibility to verify information provided to ensure compliance with requirements in accordance with this Agreement.

## **222.0 ADDITIONAL INFORMATION**

Total quantity of liquid biosolids removed for 2023 and 2024;

2024 – 2,223,467 gallons removed at a cost of \$131,184.57  
2023 – 3,226,410 gallons removed at a cost of \$220,402.21

The previous method of removal was:

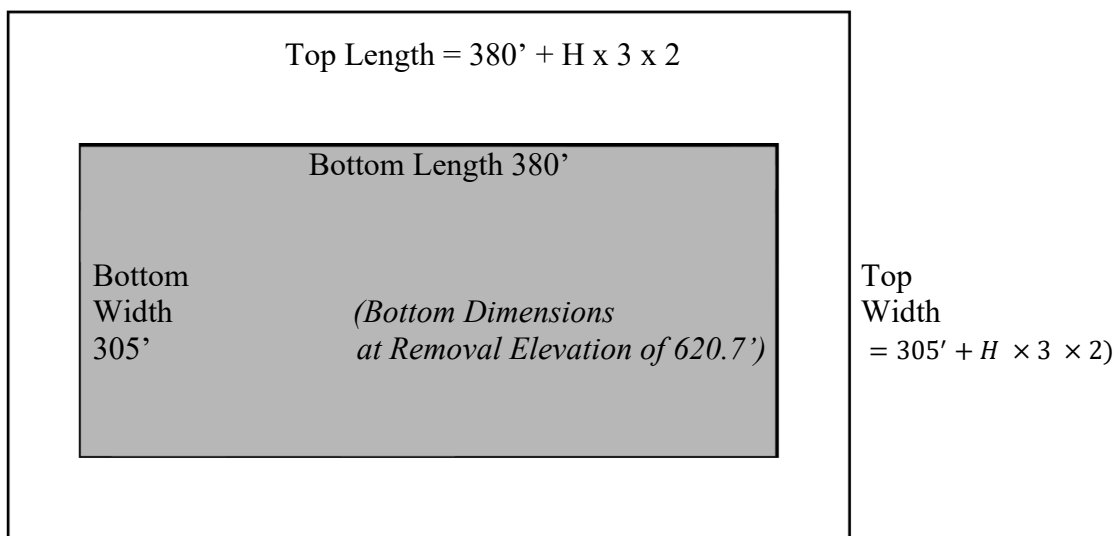
A tractor and power-driven pump were used on the ramp to mix and pump out. Approved track equipment was used for the total cleanout of the bottom only.



**Southside Lagoon #7 Partial Cleanout Payable Volume Calculation Worksheet**

Dimensions in Feet

Bid Item: 204.1



Slope is 3:1 (3 feet horizontal for every 1 foot height)

$$Volume_{Payable} = \frac{(Area_{Bottom} + Area_{Top})}{2} \times (H) \times 7.48 \text{ gal/ft}^3$$

$$H = \text{Survey Height} - 620.7' (\text{Removal Elevation})$$

$$H = \underline{\hspace{2cm}} - 620.7' = \underline{\hspace{2cm}} \text{ ft}$$

$$Area_{Bottom} = (W_B) \times (L_B) = 305' \times 380' = 115,900 \text{ ft}^2$$

$$Area_{Top} = (W_T) \times (L_T) = [305' + (H \times 3 \times 2)] \times [380' + (H \times 3 \times 2)]$$

$$Area_{Top} = (W_T) \times (L_T) = [305' + (H \underline{\hspace{2cm}} \times 3 \times 2)] \times [380' + (H \underline{\hspace{2cm}} \times 3 \times 2)]$$

$$\underline{\hspace{2cm}} \text{ ft} \times \underline{\hspace{2cm}} \text{ ft} = \underline{\hspace{2cm}} \text{ ft}^2$$

$$Volume_{Payable} = \frac{(115,900 \text{ ft}^2 + Area_{Top} \underline{\hspace{2cm}})}{2} \times (H \underline{\hspace{2cm}}) \times 7.48 \frac{\text{gal}}{\text{ft}^3}$$

$$= \underline{\hspace{2cm}} \text{ gal}$$

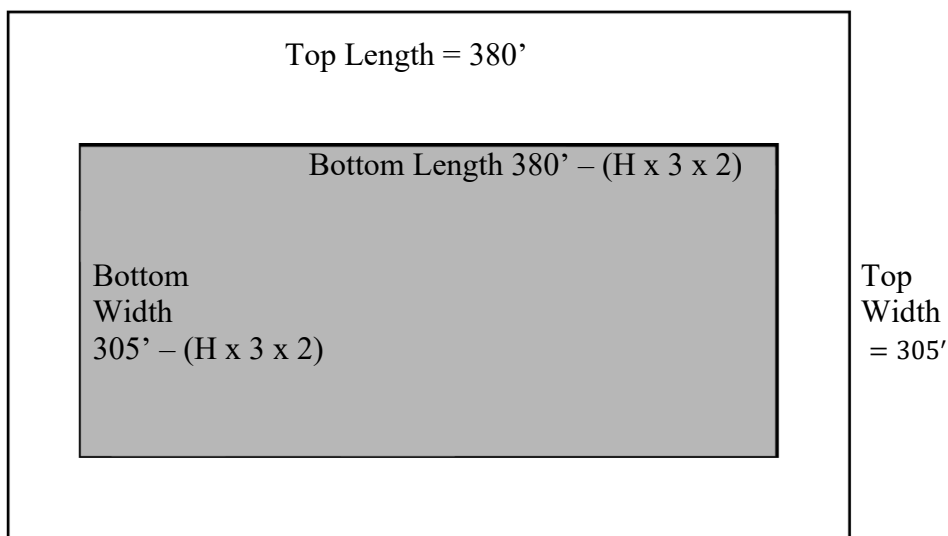
$$\text{Payable amount} = \text{Volume}_{payable} = (\underline{\hspace{2cm}} \text{ gallons}) \times (\$0. \underline{\hspace{2cm}} \text{ per gallon})$$

$$= \$ \underline{\hspace{2cm}}$$

**Southside Lagoon #7 Total Cleanout Payable Volume Calculation Worksheet**

Dimensions in Feet

Bid Item: 204.2



Slope is 3:1 (3 feet horizontal for every 1 foot height)

Top dimensions elevation 620.7'

$$Volume_{Payable} = \frac{(Area_{Bottom} + Area_{Top})}{2} \times (H) \times 7.48 \text{ gal/ft}^3$$

$$H = 620.7' - \text{Survey Height}$$

$$H = 620.7' - \text{ft} = \text{ft}$$

$$Area_{Top} = (W_T) \times (L_T) = 305' \times 380' = 115,900 \text{ ft}^2$$

$$Area_{Bottom} = (W_B) \times (L_B) = [305' - (H \times 3 \times 2)] \times [380' - (H \times 3 \times 2)]$$

$$Area_{Bottom} = [305' - (H \times 3 \times 2)] \times [380' - (H \times 3 \times 2)]$$

$$\text{ft}^2 \quad \text{ft} \times \text{ft} =$$

$$Volume_{Payable} = \frac{(115,900 \text{ ft}^2 + Area_{Bottom})}{2} \times (H \text{ ft}) \times 7.48 \frac{\text{gal}}{\text{ft}^3}$$

=

gallons

$$\text{Payable amount} = \text{Volume}_{payable} = (\text{gallons}) \times (\$0. \text{ per gallon})$$

$$= \$$$

---

LAGOON SURVEY ACCEPTANCE FORM

**DATE:**

**PROJECT:**

**DESCRIPTION:** AGREEMENT FOR LIQUID BIOSOLIDS DISPOSAL BY LAND APPLICATION  
LAGOON NO. \_\_\_\_\_

**LOCATION:** SOUTHSIDE WASTEWATER TREATMENT PLANT

**CONTRACTOR:**

**REMARKS:**

Survey of elevation to determine the payable volume of biosolids.

On this date, the undersigned, representing the City of Tulsa and the Seller, did witness a survey by City of Tulsa Engineering for the purpose of determining the average surface elevation of biosolids in “described” lagoon located at the Southside Wastewater Treatment Plant.

The Top of Biosolids elevation was found using \_\_\_\_\_ survey points to be \_\_\_\_\_ feet.

By using the Payable Volume Calculations Worksheet provided by the Authority,

\_\_\_\_\_ gallons of biosolids make up the payable volume.

**WITNESS:**

\_\_\_\_\_  
for the City of Tulsa

\_\_\_\_\_  
Date

\_\_\_\_\_  
for the Seller

\_\_\_\_\_  
Date

\_\_\_\_\_  
Survey Chief

\_\_\_\_\_  
Date

Sample Description: SSLAG7  
 Lab ID: 24124516-01  
 Sample Matrix: Solids

Date/Time Collected: 12/11/2024 8:55  
 Date/Time Received: 12/11/2024 11:17  
 Reception Site: Wet Chemistry Lab @ NS

Test: pH

Ref. Method: EPA 9045D

Performed By Lab: Wet Chemistry Lab @ NS

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
pH	6.96 measured at 18.5C	pH			DDIEP	12/12/2024

Test: Nitrite/Nitrate

Ref. Method: EPA 353.2

Performed By Lab: Wet Chemistry Lab @ NS

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Nitrate	15.8	mg/kg Dry		0.00	NPOSTIER	12/18/2024

Test: Total Kjeldahl Nitrogen

Ref. Method: EPA 351.2

Performed By Lab: Wet Chemistry Lab @ NS

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Total Kjeldahl Nitrogen	45200	mg/kg Dry		1520	SKIDD	12/30/2024

Test: Ammonia

Ref. Method: EPA 350.1

Performed By Lab: Wet Chemistry Lab @ NS

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Ammonia	9400	mg/kg Dry		150		12/18/2024

Test: Solids, Total and Volatile

Ref. Method: SM 2540 B\_D\_No\_Redry

Performed By Lab: Wet Chemistry Lab @ NS

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
% TS	3.3	%		0.01	PNGORIMA	12/12/2024

Test: Sludge Density

Ref. Method: SM 2710 F

Performed By Lab: Wet Chemistry Lab @ NS

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Sludge Density	1.02	g/mL		0.100	DDIEP	12/12/2024

Test: Metals in Sludges and Soils

Ref. Method: EPA 6010B

Performed By Lab: Accurate Labs & Training Cent

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Silver, Ag	8.77	mg/kg			Instrumental Lab	
Arsenic, As	<25.0	mg/kg			Instrumental Lab	
Calcium, Ca	24200	mg/kg			Instrumental Lab	
Cadmium, Cd	<2.5	mg/kg			Instrumental Lab	

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Report Generated: 01/09/2025 11:29:29AI

Chromium, Cr	145	mg/kg	Instrumental Lab
Copper, Cu	510	mg/kg	Instrumental Lab
Iron, Fe	16100	mg/kg	Instrumental Lab
Potassium, K	3830	mg/kg	Instrumental Lab
Manganese, Mn	730	mg/kg	Instrumental Lab
Magnesium, Mg	4670	mg/kg	Instrumental Lab
Molybdenum, Mo	10.0	mg/kg	Instrumental Lab
Nickel, Ni	31.3	mg/kg	Instrumental Lab
Phosphorus, P	14800	mg/kg	Instrumental Lab
Lead, Pb	63.2	mg/kg	Instrumental Lab
Selenium, Se	<12.5	mg/kg	Instrumental Lab
Zinc, Zn	676	mg/kg	Instrumental Lab

Test: ICP Mehlich-3 Phosphorus  
Performed By Lab: Instrument Lab @ ABJ

Ref. Method: Mehlich-3 P Extraction

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Phosphorus, Extractable	8140	mg/kg		10	KBASORE	12/20/2024

Test: Mercury in Sludges and Soils  
Performed By Lab: Instrument Lab @ ABJ

Ref. Method: EPA 7471A

ANALYTE	RESULT	UNITS	Qualifier	MRL	ANALYZED BY	DATE
Mercury, Hg	531	ug/kg		125	KBASORE	12/17/2024

### 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.

#### **Optional Pre-Bid Conference**

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy also required.

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

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

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

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



***Exceptions to Timeliness Requirement***

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

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

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

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

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

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

## IV. BID EVALUATION AND AWARD

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

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

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

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

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

## V. BID PROCESSING

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

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

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

3. **Insurance:**

Yes: ☒ No: ☐

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

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

**Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name
- B. Insurer's name and address
- C. Policy number
- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer
- G. Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. **Bonding:**

Yes: ☐ No: ☒

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

Yes: ☐ No: ☒

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

Yes: ☒ No: ☐ If yes, number of references required: 2

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

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

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

## VI. SAMPLE FORMS

### Certificate of Secretary

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

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

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

IN WITNESS WHEREOF, I have executed this Certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(Signature)

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

\_\_\_\_\_  
(Assistant) Secretary

### [NAME OF COMPANY], LLC

### Consent of Members

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

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

\_\_\_\_\_  
[Signature]

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

\_\_\_\_\_  
Title

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

\_\_\_\_\_  
[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

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

**EXHIBIT A – DELIVERY AND PRICING****Bidder's Legal Name:** \_\_\_\_\_

(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

**Delivery:** If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: \_\_\_\_\_

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

**Pricing:****Bidder must Bid on each item to be considered responsive.**

Item	Description	Est. Annual QTY	Unit Cost	Extended Cost
204.1	Labor, Equipment and Materials Necessary for Cleanout of Biosolids Contained within the Southside Lagoon Above One (1) Foot Average Depth. Bid is Unit Price per Gallon.	4,000,000 (Gallons)	\$ /gal	\$
204.2	Labor, Equipment and Materials Necessary for Cleanout of Biosolids below 204.1.1 Elevation Contained within the Southside Lagoon per these Purchase Agreement Documents. Bid is Unit Price per Gallon	400,000 (Gallons)	\$ /gal	\$
204.3	Cost per Mile for each One Thousand (1,000) Gallons Hauled Further than 44 Miles Round Trip Haul Route. Bid is Unit Price for One Thousand (1,000) Gallons per Mile.	6,000 (1,000 Gal-Mile) (see sec 204.3.1)	\$ /mile	\$
<b>TOTAL EXTENDED COST NOT TO EXCEED:</b> (All costs must be included or Your Bid will be disqualified)		\$ _____		

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

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

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

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



**Addenda**

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

\_\_\_\_\_  
Addenda #

\_\_\_\_\_  
Addenda #

\_\_\_\_\_  
Addenda #

\_\_\_\_\_  
Addenda #

\_\_\_\_\_  
Addenda #

**State of Organization:**

\_\_\_\_\_

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

☐ Sole Proprietorship

☐ Partnership

☐ Corporation

☐ Limited Liability Company

☐ Limited Partnership

☐ Limited Liability Partnership

☐ Limited Liability Limited Partnership

☐ Other: \_\_\_\_\_

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

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

**Sales Contact:**

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

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

**Contact for Legal Notice:**

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

Title/Position: \_\_\_\_\_

Street: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

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

☐ Email from Assigned Buyer

☐ City of Tulsa Website

☐ Tulsa World posting

☐ Purchasing search engine

☐ Industry colleague

☐ Other: \_\_\_\_\_

**AFFIDAVIT**  
**NON-COLLUSION, INTEREST, AND CLAIMANT**

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

I, \_\_\_\_\_, of lawful age, being first duly sworn, state that:

**(Seller's Authorized Agent)**

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

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

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

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

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

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

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

## PURCHASE AGREEMENT

(Page 1 of 5)

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

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

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

### WITNESSETH:

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

**TAC 1169G – Southside Liquid Biosolid Disposal by Land Application**  
(the "Supplies and/or Services").

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

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

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

### 1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: [www.cityoftulsa.org/purchasing](http://www.cityoftulsa.org/purchasing)

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

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

## PURCHASE AGREEMENT

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

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

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

## PURCHASE AGREEMENT

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

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

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

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

To Seller:  
form.

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing

To CITY:

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: \_\_\_\_\_

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 20-22	
Specifications	3-19	
Certificate(s) of Insurance	23	
References (if applicable)	24	
Sample Forms	25	
EXHIBIT A: Delivery and Pricing	26-27	
Affidavits <b>Signatures of Authorized Agent and notarization required.</b> <b>Reference Page 2: Authorized Agent</b>	28	
Purchase Agreement <b>Complete legal name in first paragraph and signature block.</b> <b>Signature by Authorized Agent required.</b> <b>Reference Page 2: Authorized Agent</b>	29-33	
Reference List of at Least Five (5) Similar Projects		
Statement of Bidder's Understanding of the Regulatory Agencies' Requirements in the State of Oklahoma		

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

## PACKING LABEL

### Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

### FROM:

### City of Tulsa – City Clerk’s Office

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

Tulsa, OK, 74103

### Bidder Submission For:

BID# TAC 1169G

BID DESCRIPTION: Southside Liquid Biosolid Disposal by Land Application

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.