Invitation for Bid (IFB)

TAC 1418

Supplies or Services Requested: True Reads Meter Box Replacement, Service Line Inspection and AMR Meter Replacement

Department: Water and Sewer Department

NIGP Commodity Code(s): 285-01, 890-40, 890-44, 890-45, 890-46

Solicitation Schedule

EVENT	DATE
IFB Issue Date	11/9/2026
Pre-Bid Conference *Location*	12/1/2026 at 9:00 AM CT
Deadline for Questions *Submitted to assigned buyer via email.*	12/7/2026 *10 Days prior to IFB due date*
Bid Submission Date *Either mailed or delivered to City Clerk address. Bids are open the day after the due date.*	12/16/2026

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

Donny Tiemann, Purchasing Director | dtiemann@cityoftulsa.org
All questions should be emailed with **TAC 1418** *on the subject line.*

Submit Bids (sealed) to:
City of Tulsa – City Clerk's Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

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

CITY OF Tulsa
A New Kind of Energy

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure sealed Bids from qualified Sellers to perform service line inspection and meter box replacement in support of the True Reads city-wide meter change out project. This overall project involves replacing approximately **147,000** water meters with automated meter reading (AMR) technology, replacing all associated meter cans, and inspecting water service line materials at each location.
To date, **approximately 55,000 sites have been completed**. The goal of this contract is to complete the remaining work within **two (3) years.**

This solicitation includes two separate bid schedules, and **Bidders are required to submit pricing for both**:
• **Schedule A (Full Deployment):** Includes service line inspections, meter box replacements, and AMR meter replacements. The awarded Seller must complete **92,000 sites** within the three-year timeframe.
• **Schedule B (Inspections & Box Replacement Only):** Includes meter box replacements and service line inspections only. The awarded Seller must complete **92,000 sites** within the three-year timeframe.

These stated site quantities are estimates for Bid evaluation only to show the general magnitude of work.
Key Requirements & Provisions:
• **Materials Provided:** The City of Tulsa will provide all **meters, meter boxes, and lids** for the project.
• **Services Provided:** The City of Tulsa will provide all hardscape restoration for meter boxes contained within paved surfaces.
• **Project Scheduling:** The selected Seller must submit a detailed installation schedule that reflects production rates during the ramp-up period and full production, while explicitly accounting for holidays and weather to ensure the two-year completion goal is met.

Bidders are required to submit pricing for both schedules. The City at its sole discretion may award either Schedule A or Schedule B, or both, and reserves the right to make a single award or multiple awards to different lowest responsible bidders.

2. Term of Contract

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

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

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

Authorized Agent

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

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

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

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II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The Seller shall provide all labor, equipment, tools, materials (meter boxes, lids, retainage bolt and meters supplied by the City), transportation, restoration, customer notification and documentation required to complete work including:

1. Meter Box Removal and Replacement
a. Removal of existing 5/8”-1” meter boxes and lids
b. Installation of new rectangular HDPE meter boxes, lids and retainage bolts
c. Backfill and restoration of disturbed areas including soil, sod, and Type A aggregate base if in hardscape area (complete pavement restoration will be completed by the City after backfill).

2. Service Line Inspections
a. Visual inspection and photo documentation of the pipe material on both the customer and utility side of the service line (2 inspections per metered account)

3. Meter Removal and Replacement
a. Removal of existing 5/8”-1” meters
b. Installation of new AMR meters (meters and antennas supplied by the City).
c. Verification of programming and communication with the City’s AMR system.
d. Documentation of serial numbers, readings, install conditions and submission to the City within three business days.

4. All Work
a. Collection of pre- and post-installation photos and other required documentation.
b. Submission of daily production logs and weekly summaries.
c. Pre-work, day-of and post-work customer notification steps as required.
d. **Professional Services**
- Project Management to include weekly progress meetings and monthly invoice submittals
- IT System Interface(s) Integration. Seller shall provide all computer and mobile technology devices required for work order management, including all hardware, software licensing, cellular/data plans, and associated services. Any technology, device, software, or system brought into or connected to the Customer environment must meet the Customer’s current IT architecture, security, device management, and support standards and receive Customer approval prior to deployment.
- Training – any training that is needed for field staff
- Printing and Postage of mailers before work is scheduled to take place
- Warehousing of all materials needed
- Professional services to be paid monthly and the total amount of professional services fee shall not be greater than 5% of the total bid of the entire contract. The fee will be paid *pro rata* on a monthly basis.

A current project map can be found at www.cityoftulsa.org/truereads, which shows completed, scheduled, in progress and untouched routes.

The Seller must submit daily production reports by 8:00am the following business day. Production rate will be established by a Project Installation Schedule submitted after award. Frequent failure to meet production expectations may result in reduced route assignments, reassignment of work to other contractors or suspension/termination for non-performance.

SELLER will follow a normal installation work schedule, Monday through Friday, 8:00 am to 6:00 pm CST, excluding City of Tulsa observed holidays.

City of Tulsa observed holidays:
https://www.cityoftulsa.org/connect/contact-the-city/city-holiday-schedule/

As required, the SELLER will support and schedule some installations per customer requirements, during off- hours. Off-hours are defined as Monday through Friday 6:00 pm to 9:00 pm CST, and 8:00 am to 5:00 pm CST Saturday-Sunday. As needed, work outside the defined normal and off-hours will be allowed per TMUA approval.

Work failing inspection must be corrected within 5 business days. Failure to complete re-work may result in withheld payment, assessment of liquidated damages and/or reassignment of work.

The City of Tulsa will provide a 24-hour customer service center. In instances where corrective action must be taken, the Seller must mobilize within four hours of receiving the call from the water utility.

Schedule A – Full Work Scope
Meter Box Replacement, Service Line Inspections and Meter Replacement.

Bidders shall provide a unit price for each item covering the complete scope of Schedule A.

Schedule A includes all work necessary to complete the comprehensive field deployment at approximately 92,000 locations (5/8”,3/4” and 1” metered accounts), including:

1. Meter box removal and replacement
2. Service line inspections
3. Water meter removal and replacement

Schedule A work must be performed in alignment with the City's billing calendar, resulting in scheduling constraints that require meter replacements to occur within designated billing cycles and assigned routes. The Seller should expect to complete 30,000 installations per year, plus or minus 3,000 installations. Production greater than 33,000 installations per any 12-month period must be approved by the City in advance. No additional routes will be released until the Seller achieves at least 90% completion of the current route, verified through City review of submitted documentation.

All work must also be completed in compliance with Okie 811 - Oklahoma Underground Facilities Damage Prevention Act.

Schedule B – Meter Box and Service Line Inspections Only

Bidders shall provide a unit price for each item covering the complete scope of Schedule B.

Schedule B excludes meter removal and replacement but includes all work necessary to complete the comprehensive field deployment at approximately 92,000 locations (5/8”, 3/4” and 1” metered accounts), including:

1. Meter box removal and replacement
2. Service line inspections

Schedule B has significantly fewer scheduling constraints because meter replacements are not included.

If Schedule B is selected, the City can provide the Seller with a list of routes representing approximately 92,000 installations, and the Seller may complete work at any location within those assigned routes. This flexibility allows for more efficient planning, reduced coordination requirements, and greater adaptability in meeting production goals.

All work must also be completed in compliance with Okie 811 – Oklahoma Underground Facilities Damage Prevention Act.

Seller Qualifications

As part of this bid submission, the Seller must provide a comprehensive qualification package.

The Seller shall include the following required documentation:

1. List of current projects.
2. List of completed projects.
3. Statement of bonding capacity
   a) Including current bonded amounts & available bonding capacity.
4. Complete equipment list showing all resources available to perform the work
   a) Including any equipment intended to be leased or rented).

In addition to providing these items, the Seller must meet the minimum qualifications listed below:

1. Documented experience performing at least three (3) large-scale water utility field deployment projects within the last 5 years (gas and/or electric experience does not quality as appropriate experience). Required experience must include:
   a) Meter box replacements
   b) Water meter replacements
   c) Ability to manage multiple field crews in accordance with project installation schedules of similar scope and size.
   d) AMI/AMR deployment projects in utilities of comparable size
2. Demonstrated capability of the Seller's Project Superintendent/Manager assigned to this contract meeting the requirements listed in Item 1 above.
   a. The Seller shall submit resumes and project references demonstrating compliance with this requirement.
3. Safety record that meets or exceeds OSHA requirements, with no willful violations in the past 3 years.
4. Documented ability to manage electronic work order systems, digital photo documentation, and data transfer throughout project execution.

Delivery Requirements

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

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

The Bid **must** meet or exceed the following Specifications.

The following specifications describe the workmanship and quality requirements for performing work. All work shall conform to City of Tulsa Standards and Specifications and industry best practices. The City of Tulsa Standards and Specifications can be found at:

https://www.cityoftulsa.org/government/departments/public-works/engineering-services/specifications-checklists-details-and-policies/

City of Tulsa Applicable Specifications:

Division 1 – General Specifications

Division 2 – Material Specifications Approved Fittings Manufacturers

Division 3 – Construction Specifications

Division 5 – Water Meter Specifications

Division 7 – Water and Sewer Standards

City of Tulsa Applicable Standard Details:

Standard Detail 731 – Standard Concrete Pavement Cut and Repair
Standard Detail 501 & 501A – Standard Meter Settings for 5/8" x ¾" and ¾" Water Service
Standard Detail 502 & 502A – Standard Meter Settings for 1" Water Service
Standard Detail 505 A&B – Standard Meter Can with Rim and Lid for 5/8" x ¾" and 1" Water Installation for Unpaved and Paved Areas.
Standard Detail 713 - Pavement Removal and Replacement
Standard Detail 714 – Pavement Cuts

Installation Requirements:

The Seller shall perform work according to the following:

Meter Box Removal and Replacement

- Excavate around existing boxes as needed for removal, this includes removing roots smaller than 2" in diameter when necessary.
- If box is located in pavement, ensure saw cuts are performed per City of Tulsa Standards and Specifications
- Set new boxes level and at proper depth to ensure lid is at grade.
- Ensure lids are placed securely and retainage bolt is inserted to prevent floating.
- Ensure proper compaction or sufficient base is used to prevent settling.
- Ensure meter and service piping are centered within the box with adequate clearance to connect endpoints.
- Ensure boxes are aligned perpendicular to curbs when appropriate. (this relates to when the service is deeper than the holes cut for the service line) Slots shall be trimmed as needed to provide perpendicular alignment.

- Provide topsoil material for backfill in green spaces and compact as necessary to ensure a level and firm surface for final restoration.

• Place sod in good condition evenly laid to prevent washout.
• Fill hardscape excavations to grade with Type A aggregate base.
• Ensure the finished installation is free of debris, roots and obstructions.
• The Seller will be allowed to dispose of spoil material removed during the course of work at the Tulsa Land Reclamation Site per City of Tulsa policies

Service Line Inspection

• For each connection the service line must be visually inspected on both the customer and utility side of the service line within 18 inches of the meter can at the point of the service line meter connection.
• Record pipe material for each portion of the service line
• Photograph the pipe material for each portion of the service line, photographs must clearly identify the service line material and not be blurry, shadowed or of poor quality
• If lead is encountered, stop work and notify the City immediately

Meter Removal and Replacement

• Shut off water as needed using proper customer notification procedures.
• Remove existing water meter without causing damage to service line.
• Install the new meter using new gaskets and ensure alignment of service connections.
• Record all information including but not limited to old meter serial number, MIU and final read, and new meter serial number, MIU and initial read.
• Verify endpoint communication
• Restore service and verify meter operation
• Flush customer outside faucet if available.
• Ensure old meters are returned to the City on a 1:1 ration for any meters that are being issued

All Work

• Ensure all work is conducted in accordance with Okie 811 underground utility locate requirements. Ensure all City of Tulsa materials are stored and installed in a manner to prevent damage and breakage.
• Ensure customers receive advance notification via mailed postcard approximately 4 weeks prior to scheduled installation. The SELLER will be responsible for scheduling, printing and mailing the postcard notifications.
• Ensure door hanger notifications or signage is placed in work areas one week in advance of work.
• Ensure customers receive door-to-door notification the day of work prior to water being shut off
• Ensure customers receive post-work doorhanger after work is complete.
• The Seller must attend weekly progress meetings as mutually agreed upon by both parties

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's vendor registration form by contacting Andrea Evans at purchasing@cityoftulsa.org or check the City's "Selling to the City" Website.

2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.

   Attendance Requirement
   ☒ Attendance at the Pre-Bid Conference is required to submit a Bid.
   ☐ Attendance is not required to submit a Bid.

3. **Questions and Concerns:** As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date.** Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.

4. **Issuing of Addenda:** The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates (linked here). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.

5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

   ☒Electronic Copy also required. (Flash drive is preferred)

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

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

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

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

Exceptions to Timeliness Requirement

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

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

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

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

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

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

IV. BID EVALUATION AND AWARD

1. **Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder**: **the Supply or Service that can best meet the City's needs at the lowest cost**. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.

2. **Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
   - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
   - The Bid does not meet specifications and requirements in some material way;
   - The Bidder holds outstanding debt to the City;
   - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

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

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

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

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

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

V. BID PROCESSING

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

   Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or **__365___ Days** after the Bid Opening Date, whichever is earlier.

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

3. **Insurance:**

   Yes: ☒ **No: ☐**

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

Commercial General Liability: $1,000,000 each occurrence	$2,000,000.00 (Annual Aggregate)
Automobile Liability: Combined Single Limit (CSL), each occurrence	$1,000,000.00
Workers' Compensation	(Statutory limits)
Cyber Liability: $1,000,000 each occurrence	$5,000,000.00 (Annual Aggregate)

   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:** A performance bond from a qualified surety will be required by the Seller in an amount equal to the total value of the contract each year the contract is in place.

   Yes: ☒ **No: ☐**

5. **Liquidated Damages:** City of Tulsa shall be under no obligation to prove any actual damages sustained by City due to Seller's delay in performance in order to recover or assess liquidated damages hereunder. The parties acknowledge and agree that liquidated damages are not a penalty and have been mutually agreed and accepted as a reasonable estimate of the damage suffered by the City, which is impractical and difficult or impossible to calculate, due to Seller's delay in performance in accordance with the project installation schedule. Accordingly, the Seller (and/or Surety) shall be liable to City for liquidated damages for delays in performance in an amount equal to $1,000 per day Seller is delayed in performance based on the project installation schedule.

   Liquidated damages shall be calculated at the end of the first nine (9) months of the contract year based on the number of actual successfully completed water meter replacements and corresponding meter box installations compared to the mutually agreed number of such replacements and installations set forth in the project installation schedule. Seller shall be liable for liquidated damages for each day Seller is behind the project installation schedule; *provided*, *however*, that no liquidated damages for such nine (9) month period shall be assessed or due at such time where Seller has successfully completed at least 90% of the installations for such nine (9) month period. In the event Seller has not completed at least 90% of the required installations, then Seller shall be liable for each and every day of delay.

   Liquidated damages shall also be calculated at the end of the then current contract year based on the number of actual successfully completed water meter replacements and corresponding meter box installations compared to the mutually agreed number of such replacements and installations set forth in the project installation schedule for the entire contract year. Seller shall be liable for each and every day of delay at the end of the current contract year; *provided, however*, that in the event Seller has completed at least 100% of the installations for the current contract year at the end of such contract year, then Seller shall be entitled to recover any liquidated damages paid or otherwise assessed, if any, pursuant to the preceding paragraph

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

   Yes: ☐ **No:** ☒

2. **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:	

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

   Yes: ☒ **No:** ☐

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

VI. SAMPLE FORMS

Certificate of Secretary

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

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

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

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

_____
(Signature)

_____
Printed Name

_____
(Assistant) Secretary

[NAME OF COMPANY], LLC

Consent of Members

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

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

_____
[Signature]

Name Printed: _____

_____
Title

Name Printed: _____

_____
[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

SAMPLE

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: Schedule A

Service Line Inspections, AMR Meter Replacement with Meter Box Replacement				
ITEM	**Total Est Qty**	**Unit**	**Unit Cost**	**Extended Price**
Remove & Replace 5/8" Meter & Standard Meter Box	**52,000**	**Ea**		
Remove & Replace 5/8" Meter & Traffic Rated Meter Box	**3,000**	**Ea**		
Remove & Replace 3/4" Meter & Standard Meter Box	**30,000**	**Ea**		
Remove & Replace 3/4" Meter & Traffic Rated Meter Box	**700**	**Ea**		
Remove & Replace 1" Meter & Standard Meter Box	**6,000**	**Ea**		
Remove & Replace 1" Meter & Traffic Rated Meter Box	**300**	**Ea**		
Remove & Replace 5/8" Meter Only	**3,000**	**Ea**		
Remove & Replace 3/4" Meter Only	**1,000**	**Ea**		
Remove & Replace 1" Meter Only	**1,000**	**Ea**		
Concrete Non-Standard Box in Greenspace (5/8")	**2,000**	**Ea**		
Concrete Non-Standard Box in Greenspace (3/4")	**30**	**Ea**		
Concrete Non-Standard Box in Greenspace (1")	**20**	**Ea**		
Service Line Inspection Hardscape	**5,000**	**Ea per Inspection Point**		
Service line inspection in greenspace(98% of total inspections)	**185,000**	**Ea per Inspection Point**		
Professional Serv1ces	**24**	**Per Month**		
			TOTAL PRICE	**$**

Pricing: Schedule B

Service Line Inspections and Meter Box Replacement				
ITEM	**Total Est Qty**	**Unit**	**Unit Cost**	**Extended Price**
Remove & Replace 5/8" Standard Meter Box	**52,000**	**Ea**		
Remove & Replace 5/8" Traffic Rated Meter Box	**3,000**	**Ea**		
Remove & Replace 3/4" Standard Meter Box	**30,000**	**Ea**		
Remove & Replace 3/4" Traffic Rated Meter Box	**600**	**Ea**		
Remove & Replace 1" Standard Meter Box	**6,000**	**Ea**		
Remove & Replace 1" Traffic Rated Meter Box	**400**	**Ea**		
Concrete Non-Standard Box in Greenspace (5/8")	**2,000**	**Ea**		
Concrete Non-Standard Box in Greenspace (3/4")	**30**	**Ea**		
Concrete Non-Standard Box in Greenspace (1")	**20**	**Ea**		
Service Line Inspection in Hardscape (2% of total inspections)	**5,000**	**Ea per Inspection Point**		
Service line inspection in greenspace(98% of total inspections)	**185,000**	**Ea per Inspection Point**		
Professional Services	**24**	**Per Month**		
			TOTAL PRICE	**$**

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

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

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

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

Addenda

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

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

State of Organization: _____

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

- ☐ 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 _____)
)ss.
COUNTY OF_____)

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.

EXHIBIT B
DATA RIDER

REQUIREMENTS FOR THE PROTECTION OF THE CITY OF TULSA'S PROTECTED DATA

This "Rider" is added to and incorporated as part of the Agreement pursuant to TAC 1418, between the City of Tulsa

("City") and _____("Seller").
(Seller's Legal Name)

Capitalized terms not defined in this Rider shall have the meaning provided in the Agreement. In the event of a conflict between the terms of this Rider and the Agreement, the terms of this Rider shall govern.

1. Acknowledgement of Confidential Nature of Information, Access and Applicable Law

Seller acknowledges that all data provided to Seller under the Agreement is confidential ("Protected Data), and may be subject to certain state and federal laws restricting use and disclosure of such data, including the Oklahoma Security Breach Notification Act; the Oklahoma Government Website Information Act (Section 3113.1); the Oklahoma Computer Crimes Act ; the CJIS Security Policy; the privacy and information security aspects of the Health Insurance Portability and Accountability Act and its implementing regulations (including without limitation 45 CFR Part 160 and Subparts A, C, and E of Part 164); and America's Water Infrastructure Act Section 2013. Seller agrees to comply, and require subcontractors to comply, with all applicable federal and state laws restricting the access, use and disclosure of Protected Data.

2. Prohibition on Unauthorized Use or Disclosure of Protected Data

Seller agrees to hold the City's Protected Data, and any information derived from such information, in strictest confidence. Seller shall not access, use or disclose Protected Data except as permitted or required by the Agreement or as otherwise authorized in writing by the City, or applicable laws. If required by a court of competent jurisdiction or an administrative body to disclose Protected Data, Seller will notify City in writing immediately upon receiving notice of such requirement and prior to any such disclosure, to give City an opportunity to oppose or otherwise respond to such disclosure (unless prohibited by law from doing so). If such opposition is unsuccessful, or if the City does not otherwise oppose or respond to the disclosure notice, Seller shall provide to the City a copy of any Protected Data disclosed contemporaneously with its disclosure. Any transmission, transportation or storage of Protected Data outside the United States is prohibited except on prior written authorization by the City.

Notwithstanding any other provisions of the Agreement, this Section B does not prohibit or limit Seller from any use or disclosure of any information that may be the same as any Protected Data but which Seller can demonstrate by documentary evidence was (i) properly obtained by Seller without access to, reference to or use of any Protected Data, and (ii) at all times maintained separately from and not in any way combined, commingled, compared, benchmarked or in any way associated with any Protected Data.

3. Safeguard Standard

With respect to the City's Protected Data, Seller shall comply in all respects reasonably pertinent to the Agreement with the Fair Information Practice Principles, as defined by the U.S. Federal Trade Commission. If collecting Protected Data electronically from individuals on behalf of the City, Seller shall utilize a privacy statement or notice in conformance with such principles.

Seller agrees to protect the privacy and security of Protected Data according to all applicable laws and regulations, by industry standard & commercially-acceptable standards, and no less rigorously than it protects its own confidential information, and will not place City, whether by act or omission, in violation of any privacy or security law known by Seller to be applicable to City. Seller shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality (authorized access), integrity and availability of the Protected Data. While Seller has responsibility for the Protected Data under the terms of this Agreement, Seller shall ensure that such security measures are regularly reviewed and revised to address evolving threats and vulnerabilities.

A. All facilities used to store and process Protected Data will employ commercial best practices, including appropriate administrative, physical, and technical safeguards, to secure such data from unauthorized access, disclosure, alteration, and use. Such measures will be no less protective than those used to secure Seller's own data of a similar type, and in no event less than reasonable in view of the type and nature of the data involved. Seller will not use or maintain any Protected Data on a laptop, hard drive, USB key, flash drive, removable memory card, smartphone, or other portable device or unit except only as approved by City and provided that immediately upon the need for such Protected Data ceasing, such Personal Data is immediately destroyed or erased.

B. At the request of the City, Seller will provide evidence that it has established and maintains technical and organizational security measures governing the processing of Protected Data appropriate to the processing and the nature of the Protected Data to be protected. In order to validate technical and organizational security measures, Seller will cooperate with the City's Seller Due Diligence Program, which includes a risk assessment, potentially supported by a questionnaire and/or a SOC 2 Type 2 (or equivalent) review, depending on risk level. In the event that the due diligence process results in recommended controls, Seller will implement agreed-upon controls in order to reduce residual risk to acceptable levels. Seller will promptly correct any deficiencies in the technical and organizational security measures identified by City to Seller.

C. Without limiting the foregoing, Seller warrants that all Protected Data will be encrypted in transmission (including via web interface) and remain encrypted at rest at no less than 256bit level encryption.

D. Seller will use industry standard and up-to-date security tools and technologies such as antivirus protections and Seller will not create or maintain data which are derivative of Protected Data except for the purpose of performing its obligations under the Agreement and this Rider and as authorized by City.

E. intrusion detection methods in providing Services under this Agreement.

F. Seller will not store or process Protected Data outside of data centers located in the United States unless authorized to do so in writing by City and such store or process complies with the applicable state, federal and international data protection laws, the Agreement and this Rider. City may revoke its authorization at any time.

G. Seller will not permit any officer, director, employee, agent, other representative, subsidiary, affiliate, independent contractor, or any other person or entity acting on behalf of Seller to process Protected Data unless such processing is in compliance with the Agreement and this Rider and is necessary in order to carry out Seller's obligations under the Agreement and this Rider;

H. Seller will establish a nightly process to provide the City with a full and updated copy of the Protected Data collected and stored on behalf of the City.

I. Seller will provide the City with a complete data dictionary document including, but not limited to: Table Names, Field Names, Field Types, Field Lengths, and Table Relationships which shall not be disclosed to any persons without a need to know. All materials provided should note the confidentiality of such information.

J. Seller will keep and maintain access logs, firewall logs, intrusion protection logs for a minimum of 180 days.

4. Return or Destruction of Protected Data

Within 30 days of the of the expiration or earlier termination of the Agreement, or when there is no longer any legitimate business need (as determined by City) to retain such Protected Data, or otherwise on the instruction of City, , Seller shall return the Protected Data to City in a format determined by City, unless the City requests in writing that such data be destroyed. This provision shall also apply to all Protected Data that is in the possession of subcontractors or agents of Seller. Such destruction shall be accomplished by "purging" or "physical destruction" in accordance with commercially reasonably standards for the type of data being destroyed (e.g., Guidelines for Media Sanitization, NIST SP 800-88). Seller shall certify in writing to the City that such return or destruction has been completed.

5. Sole Property of City

Protected Data will at all times remain the sole property of City, and nothing in this Rider will be interpreted as granting Seller any license or other right under any patent, copyright, trademark, trade secret, or other proprietary right to the Protected Data.

6. Breaches of Protected Data

For purposes of this section, the term "Breach," has the meaning given to it under the applicable state, federal law.

A. Reporting of Breach. Immediately upon discovery of a confirmed or suspected Breach, Seller shall report both orally and in writing to the City. In no event shall the report be made more than 24 hours after Seller knows or reasonably suspects a Breach has or may have occurred. In the event of a suspected Breach, Seller shall keep the City informed regularly of the progress of its investigation until the uncertainty is resolved.

Seller's report shall identify:

1. The nature of the unauthorized access, use or disclosure,
2. The Protected Data accessed, used or disclosed,
3. The person(s) who accessed, used and disclosed and/or received Protected or Private Information (if known),
4. What Seller has done or will do to mitigate any deleterious effect of the unauthorized access, use or disclosure, and
5. What corrective action Seller has taken or will take to prevent future unauthorized access, use or disclosure.
6. Seller shall provide such other information, including a written report, as reasonably requested by City.

B. Coordination of Breach Response Activities. In the event of a Breach, Seller will:

1. Immediately notify the State of Oklahoma and CISA upon learning of a possible breach.
2. Immediately preserve any potential forensic evidence relating to the Breach;
3. Promptly (within 2 business days) designate a contact person to whom the City will direct inquiries, and who will communicate Seller responses to City inquiries;
4. As rapidly as circumstances permit, apply appropriate resources to remedy the breach condition, investigate, document, restore City service(s) as directed by the City, and undertake appropriate response activities;
5. Provide status reports to the City on Breach response activities, either on a daily basis or a frequency approved by the City;
6. Coordinate all media, law enforcement, or other Breach notifications with the City in advance of such notification(s), unless expressly prohibited by law;
7. Make all reasonable efforts to assist and cooperate with the City in its Breach response efforts; and
8. Ensure that knowledgeable Seller staff are available on short notice, if needed, to participate in City-initiated meetings and/or conference calls regarding the Breach.

C Costs Arising from Breach. In the event of a Breach by the Seller or its staff or subcontractors, Seller agrees to promptly reimburse all costs to the City arising from such Breach, including but not limited to costs of notification of individuals, establishing and operating call center(s), credit monitoring and/or identity restoration services, time of City personnel responding to Breach, civil or criminal penalties levied against the City, attorney's fees, court costs, etc. Any Breach may be grounds for immediate termination of this Agreement by the City. Nothing in this paragraph limits any other remedies available to City.

D. Indemnify. Seller shall indemnify, defend and hold City harmless from and against all losses suffered or sustained by the City, and its employees, officers, representatives, or contractors, or by any third party or entity, caused by, resulting from, or attributable to Seller's breach or violation of any of the terms and conditions of this Rider. Seller's obligation to indemnify, defend, and hold City harmless shall survive termination or expiration of this Rider.

7. Examination of Records

City shall have access to and the right to examine any pertinent books, documents, papers, and records of Seller involving transactions and work related to this agreement until the expiration of five years after final payment hereunder. Seller shall retain project records for a period of five years from the date of final payment.

8. Assistance in Litigation or Administrative Proceedings

Seller shall make itself and any employees, subcontractors, or agents assisting Seller in the performance of its obligations under the Agreement available to City at no cost to City to testify as witnesses in the event of an unauthorized disclosure caused by Seller that results in litigation or administrative proceedings against City, its directors, officers, agents or employees based upon a claimed violation of laws relating to security, privacy or arising out of this agreement.

9. Insurance

Seller will maintain at all times during the term of this Agreement, at its own expense, cyber liability insurance with limits of no less than $1,000,000.00 for any one occurrence and $5,000,000.00 in annual aggregate.

10. Survival

Seller shall maintain an industry standard disaster recovery program to reduce the potential effect of outages because of supporting data center outages. Any backup site used to store City Protected Data shall include the same information security and privacy controls as the primary data center(s).

11. Right to Audit

Seller agrees that, as required by applicable state and federal law, auditors from state, federal, the City, or other agencies so designated by the City, shall have the option to audit the outsourced service. Records pertaining to the service shall be made available to auditors and the City during normal working hours for this purpose.

For Seller

By: _____
Signature

Name: _____

Title: _____

Date: _____

PURCHASE AGREEMENT

(Page 1 of 5)

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

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

_____

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

WITNESSETH:

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

IFB TAC 1418 Meter Box Replacement, Svc Line Inspections, AMR Meter Replacement

(the "Supplies and/or Services").

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

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

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

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

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

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

PURCHASE AGREEMENT

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

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

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.

6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.

7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.

8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.

9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.

10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.

11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.

12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.

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

PURCHASE AGREEMENT

14. **No liens**. Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.

15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).

16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.

17. **Compliance with Laws.** Seller shall comply and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

18. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars ($100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.

19. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.

20. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org**.** Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

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

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

21. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.

22. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.

23. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:		Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.
	To CITY:	City Clerk CITY OF TULSA, OKLAHOMA 175 E. 2nd Street, Suite 260 Tulsa, Oklahoma 74103
	With a copy to:	Tulsa Purchasing Division 175 E. 2nd Street, 15th Floor Tulsa, OK 74103

PURCHASE AGREEMENT

24. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages an salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

25. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.

26. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.

27. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.

28. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.

29. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.

30. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.

31. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.

32. **Entire Agreement**. The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.

33. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.

34. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

35. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:

    35.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "$" or to dollar amounts shall be in lawful currency of the United States of America;

    35.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;

    35.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

PURCHASE AGREEMENT

(Page 5 of 5)

35.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and

35.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

36. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

37. **Authority to Bind. The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.**

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

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

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

_____
Corporate Secretary

Date: _____

CITY OF TULSA, OKLAHOMA,
a municipal corporation,

ATTEST:

By: _____
Mayor

_____
City Clerk

Date: _____

APPROVED:

_____
Assistant City Attorney

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted.**

Bidder's Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	**PAGES**	**INCLUDED?**
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 4-6	
Specifications	3	
Certificate(s) of Insurance	7	
References (if applicable)	8	
Sample Forms	9	
EXHIBIT A: Delivery and Pricing	10-11	
Affidavits ***Signatures of Authorized Agent and notarization required.*** ***Reference Page 2: Authorized Agent***	12	
Purchase Agreement ***Complete legal name in first paragraph and signature block.*** ***Signature by Authorized Agent required.*** ***Reference Page 2: Authorized Agent***	13-17	

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

PACKING LABEL

Top Left Corner
Your Company Name
Street Address
City, State, Zip Code

FROM:

City of Tulsa – City Clerk's Office

175 East 2nd Street, Suite 260
Tulsa, OK, 74103

Bidder Submission For:
BID# TAC 1418
BID DESCRIPTION: Meter Box Replacement, Service Line Inspection, AMR Meter Replacement

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.