



**Invitation For Bid TAC472D
Demolition and Clearance
Working in Neighborhoods
Issued: April 30, 2020**

**City of Tulsa,
Oklahoma**
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC472D

DESCRIPTION: Demolition and Clearance (Commodity Code(s): 912-40)

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

City of Tulsa-Purchasing Division
175 East 2nd Street, 15th Floor
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CDT) on Wednesday, June 03, 2020, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

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

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

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

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

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



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SUMMARY SHEET

Project Buyer

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

Terry O. Thomas, Senior Buyer

tthomas@cityoftulsa.org

Include **TAC472D** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC472D** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

Questions and concerns must be received no later than **ten (10) days prior** to the Bid Packet due date.

Issuing of Addenda

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

Pre-Bid Conference

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

Date Wednesday, May 13, 2020 Time 11:00AM CDT

Location: By video-conference and/or tele-conference

Attendance at the Pre-Bid Conference is required to submit a Bid. Pre-Bid Conference will be held by video-conference and/or tele-conference. You must register with the Project Buyer no later than 24 hours prior to the scheduled Pre-Bid Conference for details.

Attendance is not required to submit a Bid.

Bid Packet Submission

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

Electronic Copy also required (USB drive, CD . . .).

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

Bid Opening

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



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**FORM #1
BIDDER INFORMATION SHEET**

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

State of Organization: _____

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

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

Bidder's Address: _____
Street
City
State
Zip Code

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

Sales Contact:

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

Legal or Alternate Sales Contact:

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



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**FORM #2 (Page 1 of 4)
PURCHASE AGREEMENT**

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

THIS PURCHASE AGREEMENT is between the 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 a DBA) (the "Seller").

WITNESSETH:

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

TAC472D Demolition and Clearance

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

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

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

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to 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.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date, **or shall be effective on June 1, 2020 and continuing to May 31, 2021 at the discretion of City.** City in its sole discretion may offer Seller an opportunity to renew this Agreement for an additional five (5) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. The continuing purchase by City of the Goods 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 such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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- 7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
- 8. **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 and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
- 9. **Indemnification by Seller.** 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.
- 10. **No Insurance by City.** If City is leasing Goods 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.).
- 11. **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 contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
- 12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
- 13. **Compliance with Laws.** Seller shall be responsible for complying 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 of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify. Subject to Special Requirements item 8 set forth here in when using Community Development Block Grant (CDBG) funds.
- 14. **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 this Agreement is so terminated, City shall be liable only for payment for Goods 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.
- 15. **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. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
- 16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
- 17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
 - i. To Seller: _____
 - _____
 - _____
 - To CITY: City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103
 - With a copy to: Terry O. Thomas, Senior Buyer
175 E 2nd Street, 15th Floor
Tulsa, OK 74103
- 18. **Relationship of Parties.** The Seller is, and shall remain at all times, 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 shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes,



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

19. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or shall be deemed a third party beneficiary of this Agreement.
20. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement.
21. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
22. **Headings.** The headings used herein are for convenience only and shall not be used in interpreting this Agreement
23. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
24. **Governing Law And Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
25. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
26. **Entire Agreement/No Assignment.** This Agreement and any documents incorporated herein constitute the entire agreement of the parties and supersede any and all prior agreements, oral or otherwise. This Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Goods and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
27. **Multiple Counterparts.** This Agreement may be executed in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.
28. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
- 28.1 Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 28.2 No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 28.3 Any reference to any applicable laws shall be deemed to refer to all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 28.4 The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 28.5 All words used in this Agreement shall be construed to be of such gender, number or tense as circumstances require.
29. **Equal Employment Opportunity.** Each bidder agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
30. **Authority to Bind.** The undersigned individual states that s/he has authority to bind 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 and its incorporated documents.

FORM #3

INTEREST AFFIDAVIT

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public
My Commission Expires: _____
Notary Commission Number: _____
County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #4

NON-COLLUSION AFFIDAVIT

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

STATE OF _____)

)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 Bid 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 Bid at a fixed price or to refrain from Bidding,
 - 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.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____)

)ss.

COUNTY OF _____)

The undersigned, of lawful age, being first duly sworn, on oath says that this contract is true and correct. Affiant further states that the work, services or materials will be completed or supplied in accordance with the contract, plans, specifications, orders or requests furnished the affiant. Affiant further states that (s)he has made no payment directly or indirectly of money or any other thing of value to any elected official, officer or employee of the City of Tulsa or any public trust of which the City is a beneficiary to obtain or procure the contract or purchase order.

By: _____

Signature

Name: _____

Company: _____

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



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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ▶

Printed Name: _____

Title: _____

Date: _____

THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK

INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **“Acceptance”** with respect to a Bid shall mean the City’s selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **“Acceptance”** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City’s written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **“Addenda” “Addendum” or “Amendment(s)”** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **“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. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - o **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary’s certificate indicating the authority is still valid.
 - o **General Partnerships** – any partner can sign to bind all partners.
 - o **Limited Partnerships** – the general partner must sign.
 - o **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - o **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - o **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **“Bid”** means the Seller’s offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **“Bidder”** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **“Bid Packet”** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **“Bid Submission Date”** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **“City”** shall mean the City of Tulsa, Oklahoma.
 - J. **“Days”** shall mean calendar days unless specified otherwise.
 - K. **“Primary Seller”** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **“Project Buyer”** shall mean the City’s employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **“Purchasing Division or Office”** shall mean the City of Tulsa’s Purchasing Division, located at 175 East 2nd Street, 15th Floor, Tulsa, Oklahoma 74103
 - N. **“Secondary Seller”** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.
 - O. **“Seller”** shall mean the Bidder whose Bid City selected and awarded a contract.
 - P. **“You” or “Your”** shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.
 - Q. **“Website”** shall mean the City of Tulsa’s website for the Purchasing Division: www.cityoftulsapurchasing.org.



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3. **QUESTIONS REGARDING INVITATION FOR BID.** Questions regarding any portion of this Invitation For Bid must be submitted in writing (sent by mail, fax or email) to the Project Buyer indicated on the Summary Sheet herein. You should submit questions as early as possible and preferably before the pre-Bid conference. Questions and concerns must be received no later than ten (10) days prior to the Bid Packet due date. Any oral responses to questions before the contract is awarded are not binding on City. At City's discretion, any information or clarification made to you may be communicated to other Bidders that notified City of their intent to Bid if appropriate to ensure fairness in the process for all Bidders. You must not discuss questions regarding the Invitation For Bid with anyone other than the Project Buyer or other Purchasing Division staff or your Bid may be disqualified, any contract recommendation or Acceptance may be rescinded, or any contract may be terminated and delivered Goods returned at your expense and City refunded any payments made.
4. **ORAL STATEMENTS.** No oral statements by any person shall modify or otherwise affect the provisions of this Invitation For Bid and/or any contract resulting therefrom. All modifications, addenda or amendments must be made in writing by City's Purchasing Division.
5. **EXAMINATION BY BIDDERS.** You must examine the specifications, drawings, schedules, special instructions and the documents in this Bid Packet prior to submitting any Bid. Failure to examine such documents and any errors made in the preparation of such Bid are at your own risk.
6. **ADDENDA OR AMENDMENTS TO INVITATIONS FOR BID.** City may addend or amend its Invitation For Bid at any time before the Bid Submission Date, and any such addenda or amendments shall become a part of this Agreement. City will attempt to send a notification (by fax or email) of any addenda or amendments to those Bidders who have responded to the City's Project Buyer of their intent to respond to the Invitation For Bid. However, it is your responsibility to inquire about any addenda or amendments, which will be available from the City's Purchasing Division and its website. You must acknowledge receipt of any addenda or amendments by signing and returning the Acknowledgment of Receipt of Addenda/Amendments form and attaching it to this Invitation For Bid with your Bid. City may reject any Bid that fails to acknowledge any addenda or amendments.
7. **SPECIFICATIONS/DESCRIPTIVE TERMS/SUBSTITUTIONS.** Unless the term "no substitute" is used, the City's references to a brand name, manufacturer, make, or catalogue designation in describing an item in this Bid Packet does not restrict you to that brand or model, etc. The City may make such references to indicate the type, character, quality and/or performance equivalent of the item desired. However, you are required to furnish the exact item described in your Bid unless a proposed substitution is clearly noted and described in the Bid.
- The parties recognize that technology may change during the period Bids are solicited and subsequent contracts are performed. Therefore, City may at its option accept changes or substitutions to the specifications for Goods of equal or better capabilities at no additional cost to City. In the case of existing contracts, you shall give City 30 days advance notice in writing of any such proposed changes or substitutions. City shall determine whether such items are acceptable as well as any proposed substitute.
- All Goods shall be new unless otherwise so stated in the Bid. Any unsolicited alternate Bid, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this Bid, may be considered non-responsive and the Bid rejected.
8. **PRICES/DISCOUNTS.** Prices shall be stated in the units and quantity specified in the Bid Packet documents. In case of discrepancy in computing the Bid amount, you guarantee unit prices to be correct and such unit prices will govern. Prices shall include transportation, delivery, packing and container charges, prepaid by you to the destination specified in the Specifications. Discounts for prompt payment will not be considered in Bid evaluations, unless otherwise specified. However, offered discounts for prompt payment will be taken if payment is made within the discount period.
9. **DELIVERY.** All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Technical Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of days required for delivery under normal conditions.
10. **TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.
11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT, THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**



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- B. Sealed Bids may be either mailed or delivered, but must be received at:

City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103

- C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
- D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
1. City Hall closed for business for part or all of the day on the date the response was due;
 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
- E. **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
- F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
- G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
- H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
- I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
- J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
- K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.

12. BID REJECTION OR WITHDRAWAL.

- A. City may reject any or all Bids, in whole or in part.
- B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
- C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- 13. BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to 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.

- 14. PURCHASE ORDER.** In the event that the successful Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.

- 15. CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and



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financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.

16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to 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 Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

- 1. Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until 365 days after the Bid Opening Date.
- 2. General Liability/Indemnification.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.
- 3. Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.
- 4. Insurance.** If checked "Yes," the following insurance is required: Yes: X No:
Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

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

SELLER'S INSURER MUST BE AUTHORIZED TO TRANACT BUSINESS IN THE STATE OF OKLAHOMA.

You will have 10 days after notification that your Bid was selected for contract award by City to provide proof of such coverage by providing the assigned Project Buyer shown on the Summary Sheet of this Bid Packet with a Certificate of Insurance. The Certificate of Insurance must be completed with the following information:

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

The Seller shall not cause any required insurance policy to be cancelled or to permit it to lapse. It is the responsibility of Seller to notify City of any change in coverage or insurer by providing City with an updated Certificate of Liability Insurance. Failure of Seller to comply with the insurance requirements herein may be deemed a breach of the Purchase Agreement. Further, a Seller who fails to keep required insurance policies in effect may be deemed to be ineligible to bid on future projects, ineligible to respond to invitations for bid, and/or ineligible to engage in any new purchase agreements

5. Bonding.

- A. Bid Bond.** If the box is checked "Yes," the Bid Bond is required:
Yes: No: X
- B. Performance Bond.** If the box is checked "Yes," the Performance Bond is required:
Yes: X Amount: **\$300,000.00** No:

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

Yes: X (5) No:



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

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

Company Name: _____
Contact Name: _____
Address: _____
Phone number: _____
Email Address: _____
Relationship: _____

7. Is City of Tulsa Purchasing Card acceptable (This is currently a Visa): YES _____ NO _____

8. Additional requirements when the City is using any CDBG funds as payment for the services provided under this contract:

I. **GENERAL CONDITIONS**

A. General Compliance

Seller agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations,



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except that (1) the Seller does not assume the City's environmental responsibility for initiating the review process under the provisions of 24 CFR 570.604 and (2) the Seller does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Seller also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing CDBG funds.

B. Amendments

The City may, in its discretion, amend this Purchase Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Purchase Agreement, such modifications will be incorporated only by written amendment signed by both City and Seller.

C. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Seller materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, polices or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Seller to fulfill in a timely and proper manner its obligations under this Agreement; or
- iii. Ineffective or improper use of CDBG funds.

In accordance with 24 CFR 85.44, this Purchase Agreement may also be terminated for convenience by either the City or the Seller, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the CDBG funds will not accomplish the purpose for which the CDBG funding award was made, the City may terminate the Purchase Agreement in its entirety.

II. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

The Seller agrees to comply with all local and state civil rights laws and ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Acts of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

2. Nondiscrimination

The Seller agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 (CDBG), as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

3. Section 504

The Seller agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Seller with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

B. Affirmative Action

1. Approved Plan

The Seller agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Seller to assist in the formulation of such program. The Seller shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

2. Women-and Minority-Owned Business (W/MBE)

The Seller will use its best efforts to afford small business, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Purchase Agreement. As used in this Purchase Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Seller may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.



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3. Access to Records

The Seller shall furnish and cause each of its own subcontractors to furnish all information and reports required by HUD and will permit access to its books, records and accounts by the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

The Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Seller's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Seller will include the provisions of Paragraphs II. A, Civil Rights, and B. Affirmative Actions, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Seller is prohibited from using funds provided herein or personnel employed in the administration of the Purchase Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Seller agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Purchase Agreement. The Seller agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Seller shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Seller agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Seller of its obligation, if any, to require payment of the higher wage. The Seller shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Purchase Agreement, shall be a condition of the Federal financial assistance provided under this Purchase Agreement and binding upon the City, the Seller and any of the Seller's subcontractors. Failure to fulfill these requirements shall subject the City, the Seller and any of the Seller's subcontractors, their successors and assigns, to those sanctions specified by the Purchase Agreement through which Federal assistance is provided. The Seller certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Seller further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Purchase Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Seller further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or



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other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to low-income participants in other HUD programs; and award contracts for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Seller certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Seller agrees to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Seller will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Seller will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Subcontracts

a. Approvals

The Seller shall not enter into any subcontracts with any agency or individual in the performance of this Purchase Agreement without the written statement of the City prior to the execution of such agreement.

b. Monitoring

The Seller will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Seller shall cause all of the provisions of this Purchase Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Purchase Agreement.

d. Selection Process

The Seller shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

2. Hatch Act

The Seller agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

3. Conflict of Interest

The Seller agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Seller shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Seller shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HUD-assisted activity, either for



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themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Seller, or any designated public agency.

4. Lobbying

The Seller hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employer of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated fund have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly;

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

5. Copyright

If this Purchase Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

6. Religious Activities

The Seller agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j)(CDBG), such as worship, religious instruction, or proselytization.

III. ENVIRONMENTAL CONDITIONS

A. Air and Water

The Seller agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;
2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Agency of 1973 (42 U.S.C. 4001), the Seller shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Seller agrees that any construction or rehabilitation of a residential structure with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (CDBG). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.



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D. Historic Preservation

The Seller agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.



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TECHNICAL SPECIFICATIONS

SCOPE:

It is the intent during the contract period, as nearly as possible, to purchase all the requirements for **Structural Demolition and Lot Clearance** on an annual basis for the City of Tulsa, Working In Neighborhoods (WIN) Department bid from the firm(s) to which the contract is awarded.

SPECIFICATIONS:

This service is to include, but may not be limited to, the demolition of structures and their foundations located on private and/or public lots; plugging sanitary sewer systems at the main line; removing and disposing of trash, debris, tires, appliances, etc.; removing trees and brush; mowing, weed eating, clearing and cleaning of property; trenching, constructing earthen barriers, fences, silt-fencing; and backfilling/final grading.

The majority of work order assignments to the Seller will be property on which regular maintenance has been neglected for an extended period of time and will have irregular surfaces, trash, and weed accumulations.

The City of Tulsa may enter into contract with up to three Sellers for competitive quoting on demolition and clearance projects as the need becomes apparent for the service. Experience, resources, and company character/history will be considered in making the award. The award will be based on meeting the minimum requirements and the total extended cost of the base bid items and the additional bid items. Cost estimates will be the primary method by which the WIN Department Representative awards individual demolition projects.

It is the purpose of the City of Tulsa to procure Demolition and Clearance Services for each individual project at a competitive rate at the time each project becomes apparent. In an effort to ensure competitiveness, it is evident more than one quote will be needed for each project.

While it is not expected that each Seller will have the ability to respond to a Cost Estimate Request for every project, it is expected that each Seller will submit a responsive quote for at least 75% of the requests. By submitting a quote, the Seller is agreeing to complete the task quoted by the designated completion date.

If a Seller indicates their inability or unwillingness to provide quotes on numerous projects, the City may take punitive action, which may include collecting on the posted performance bond or terminating this agreement.

Items To Be Submitted With Bid Package:

1. List of employees, at least 10 Full time employees, which will be working on this project.
2. List of Equipment
3. Company Safety Program
4. Asbestos Removal Certifications and Training

Minimum Requirements:

Prospective bidders must have at least TEN (10) FULL TIME EMPLOYEES on their payroll. Bidders must provide a written history of previous experience performing similar work listed above.

The Seller shall comply with all federal, state, county and City of Tulsa laws, ordinances, statutes, rules and regulations governing all aspects of work, including disposal of bio-hazards, debris, tires, oils, fluids, gases, appliances, etc.

PROOF OF ASBESTOS REMOVAL CERTIFICATION MUST BE PROVIDED WITH THE BID. CERTIFICATION SHALL MEAN THE FOLLOWING:



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- 8-hour Awareness Asbestos Training Certificate (OSHA Approved) for all employees that remove asbestos, except for regulated asbestos (RACM) which must be removed by a State licensed asbestos contractor.
- 32-hour Asbestos Supervisor Course for supervisors.

Equipment Requirements:

- Two (2) – 40,000 to 50,000 pound track-hoes
- One (1) – 2 yard track loader with multi-purpose bucket
- Two (2) - tractor-trailer dump truck
- One (1) – 2-ton or larger dump truck
- Cell phones for each work crew
- Color digital cameras for each work crew and supervisor
- One tractor with loader/box-blade
- Computer system configured to receive and send work assignments and other electronic correspondence.

Bidders must be able to send/receive cost estimate requests, work orders, before/inside/after photographs, invoices, etc. via electronic media. Electronic media shall be deemed to include but not be limited to email, fax, etc. Email must be capable of receiving and/or sending large document files, including photographs.

Digital cameras MUST have the ability to record the time and date on the photographs.

Safety Program:

Bidders shall submit with their bid a copy of their internal company safety program.

Quoting Procedure:

Sellers must provide an estimate for each project using the Base Bid & Additional Bid Line Items, which will include square footage of structure, cubic yards of debris and trees, etc., which are to be removed. (Note: the WIN Department Representative may provide an example). It shall be the Sellers' responsibility to provide an accurate cost estimate based upon the requirements of the agreement and property condition. If the estimate of work listed on the work order, in the opinion of the Seller, varies significantly from actual conditions, the Seller shall note their findings and opinion on the quote response.

Each approved Seller will be notified via Cost Estimate Request Form to perform an on site cost estimate for demolition and clearance projects. Cost estimates must be returned to the WIN Department Representative within 5 days of receipt. When a particular project is assigned to a Seller, it will be based upon the lowest and best cost estimate. The Seller will then be given individual and/or groups of awarded work orders on a daily and/or weekly basis. The work orders will be transmitted via electronic media.

Work must start on one or more of the awarded work orders within 24 hours of receipt, excepting weekends, inclement weather conditions, City of Tulsa holidays, and Ozone Alert days. Starting work shall mean initiating utility disconnects and scheduling a demolition date. All work orders shall be completed as quickly as possible and within thirty (30) days or less of assignment, unless otherwise approved by the WIN Department Representative. Completion is defined as the date the WIN Department Representative receives the final inspection report, all required pictures, a signed cost estimate, and an invoice.

Initial Job Functions:

The work order and Order of Abatement are the primary authority for work to be performed on property. If any discrepancy with any other document in the work order packet is found, the Seller shall immediately contact the WIN Department Representative for clarification/correction. If the estimate of work listed on the work order, in the opinion of the Seller, varies significantly from actual conditions, the Seller shall contact the appropriate



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WIN Department Representative to reconcile any differences prior to beginning work.

Prior to beginning structural demolition, the Seller shall request and obtain proper permits, full utility disconnections of all service lines, including but not limited to, electrical power, natural gas, sanitary sewer, water, telephone and cable lines. In the event Seller has difficulty in obtaining a utility disconnect, Seller shall immediately notify the WIN Department Representative. Once utility disconnects are ordered, the Seller shall affix the company initials, via paint, to the front of the structure(s) to be demolished. For example, if a secondary/detached structure only is to be demolished, the Seller shall affix those initials to the secondary structure only and not to the primary structure. It is the responsibility of the Seller to properly plug all sanitary sewer systems at the main, utilizing a properly licensed plumber. The sewer plug permit shall be the responsibility of the licensed plumber and must be obtained prior to plugging the sewer at the main. Prior to backfilling the hole, the city Plumbing Inspector must pass the plug. **It is the Seller's responsibility to locate all utility lines prior to demolition. Damage to utility lines will be the Seller's responsibility to repair.**

Seller's work crew shall take color digital photographs of the work location. These photographs will be done in accordance with the WIN Department Training Manual. Pictures shall include the property and fence lines/fence conditions as well as the exterior and interior condition of the structure **PRIOR** to structural demolition and lot clearance. Additionally, the Seller shall take digital color photographs of the work location after all work is completed to include all fence lines/fence conditions and overall lot condition. These photographs will be submitted to City of Tulsa via e-mail. The invoice, the signed cost estimate, and the final inspection report can be mailed or emailed to the WIN Department Representative.

All work on each work order must be completed to the satisfaction of the WIN Department Representative. Invoices will not be submitted for payment until all required building inspections have been made and passed. Invoices will not be paid until all work is accepted as completed by WIN Department to include but not limited to before and after photographs being submitted via e-mail.

Seller Responsibilities:

Sellers will be responsible for the following:

- (1) Obtain full utility disconnects of all services lines, including but not limited to, electrical power, natural gas, water, sewer, telephone and cable lines (all prior to performing demolition), unless otherwise directed by the City of Tulsa.
- (2) Obtain all proper permits, unless otherwise directed by the City of Tulsa. Permit fees will be waived, except for Capital Funded Projects.
- (3) Confine equipment and personnel within the boundaries of the identified lot lines during execution of a work order.
- (4) Disposing of all debris in an approved landfill.

Fences/Tree Removal:

Fence and tree removal is, typically, for access purposes or when fencing is dilapidated or trees are dead. Additionally, undergrowth, bushes, and trees less than 6 inches in diameter may be removed to enhance the security and mow-ability of the lot, once vacant, as directed by the WIN Department Representative. **Dead trees that have grown in a fence line will be removed by cutting the tree at fence level when the fence is not being removed.**



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Grading/Backfilling Lot:

The entire lot must be graded to drain and must be backfilled with appropriate fill material, as called for in this contract and actual physical condition of the property. Final grade must comply with the building code and shall not be altered from the original grade. The Building Inspector and WIN Department Representative must approve site condition at the completion of the work. Addition of grade soil is not always required. It is the Seller's responsibility to include grade soil when appropriate and when a question arises, to contact the WIN Department Representative for clarification. **EROSION CONTROL IS REQUIRED WHEN NECESSARY OR AS DIRECTED BY THE WIN DEPARTMENT REPRESENTATIVE.**

Mowing and Weed Eating:

Upon completion of work, Seller shall confirm the entire lot is in compliance with the work order and Order of Abatement. This includes mowing and weed eating of tall weeds/grass as directed in the work order and shall include but not be limited to the entire lot, right-of-ways and easements.

Sanitary Sewer Seals:

Sanitary sewer seals are to be plugged at the main, prior to demolition, unless otherwise directed by the City of Tulsa and the WIN Department Representative. Only an approved, licensed plumbing contractor will be allowed to obtain a sewer plug permit. Exceptions may include, but not limited to sewer main being too close to structure, or in a position where access is impossible without demolition first. In extenuating circumstances and with proper approval by the Plumbing Inspector and WIN Department Representative, a sewer plug may be performed in-line and not at the main; or, the plug may be performed after demolition.

Environmental – Asbestos:

Provide all necessary samples, work plans, notifications, licenses, air monitoring, inspections, and disposal for the removal of Asbestos Containing Ceiling Tiles and/or Acoustical Ceiling Spray. The average expected area will be approximately 1,000 square feet. Provide a per square foot price based on a supposed work area of 1,000 square feet +/-.

Pavement Repairs:

The City of Tulsa Utility Cut Contractor will perform pavement repairs, including base and backfill. Security of the paving cut is the responsibility of the Seller until the City of Tulsa Utility Cut Contractor officially assumes responsibility. Proper barricades shall be installed and maintained until the site is transferred to the Utility Cut Contractor.

Personal Property:

Many times, property owners leave personal property at locations slated for demolition. Personal property may include, but not be limited to tools, equipment, and furniture in good repair, etc. Seller shall notify the WIN Department Representative when personal property is being held. The Seller shall utilize Salvage Materials as the basis for handling personal property.

Salvage Materials:

The Seller shall salvage materials of value from dilapidated structures and sell these materials for the highest price obtainable. The proceeds shall be credited to the demolition costs and an itemized report of salvaged materials will be provided with the final invoice.



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Site Clearance:

Site clearance is the demolition of designated structures (foundations, footers, walls, floors, basements, etc.) and clearing the entire lot of debris generated in the demolition and any debris on the property at the time of demolition. Site clearance shall include, but not be limited to structural removal, dilapidated fence removal, tree and brush removal, debris removal, backfilling with grade soil, mowing, weed eating, grading the entire lot, plugging the sanitary sewer at the main, and leaving the lot graded to drain with no ruts or low areas – as directed by the WIN Department Representative.

Photographs:

Photographs shall be taken of the property prior to and after job completion as well as photographs that reflect the exterior and interior condition of the structure being demolished. The Seller shall provide views consistent with the WIN Department Training Manual. Photographs shall be in digital color and time/date stamped. Submission of photographs shall be by e-mail.

Invoicing:

Invoices shall be submitted after completion of all work. Each property shall have its own invoice packet. Photographs of the property both prior to and after completion of the work shall accompany each invoice. Seller is responsible to ensure billing of completed work is done within 30 days of job completion.

The invoice packet shall include the following:

1. Invoice
 - a. Invoice Number
 - b. Work Order Number
 - c. Address of Property
 - d. Total Direct Costs
 - e. Date Demolition was completed
 - f. Signature of Seller
 - g. Signature line for the WIN Department Representative
2. Photographs (submitted by e-mail)
3. Signed Cost Estimate
4. Final Inspection Sheet from Permits (Plumbing and Building)

Additional Information:

The Seller shall maintain frequent communications, utilizing cellular phones, email, and/or faxes, with the WIN Department Representative(s), as necessary. Directives and approvals to the Seller shall be in writing, except in cases where expediency makes this impossible (cell phone approvals in these situations are valid when followed by written confirmation).

On occasions when the work order calls for the demolition of a detached accessory structure where large equipment may not be used due to space restrictions and weight, the Seller shall have a “hand crew” perform the demolition to minimize property damage.

Holds/Work Order Recalls:

The WIN Department Representative may deem it appropriate to place a hold upon a specific work order; or recall (cancel) the work order completely. When this occurs, notification to the Seller may be via phone; however, written notification must follow as soon as practical. Written holds/recalls on property where actual physical demolition has begun shall be honored only in cases where there is a restraining order or other court



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document directing the halting of work. Plugging the sewer at the main or disconnecting other utilities is not considered actual physical demolition.

The WIN Department Representative is responsible to advise the Seller of a hold/recall as soon as practical. A work order hold shall automatically become a recall (cancellation) within 30 days of the hold, unless the WIN Department Representative directs Seller otherwise. Seller is responsible to ensure billing of completed work, such as plugging the sewer, is done within 30 days of the hold/recall.

Product must meet all specifications herein.



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

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

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

2. Pricing

Bid form prices must be typed. All costs incidental to each bid item must be included in that item.

Bids submitted without prices for all listed units will be considered non-responsive and will be rejected.

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

BASE BID ITEMS				
Item	Description	QTY	Unit Cost	Extended Cost
1	Demolition of Structures and whole site clearance. Estimated quantity: 350,000 square feet x unit price	350,000		
2	Loading & Disposal of Combustible Debris. Estimated quantity: 4,000 compacted cubic yards x unit price	4,000		
3	Loading & Disposal of Non-Combustible Debris: Estimated quantity: 3,000 compacted cubic yards x unit price	3,000		
4	Removal & Disposal of trees. Estimated quantity: 800 compacted cubic yards x unit price.	800		
5	Sanitary Sewer Seals (typically at the main) In non-paved areas: estimated quantity: 150 seals x unit price.	150		
6	Sanitary Sewer Seals (typically at the main) In paved areas: estimated quantity: 20 seals x unit price	20		
7	Removal & Disposal of NON-FRIABLE asbestos shingles and/or siding. Estimated quantity: 35,000 square feet x unit price.	35,000		
8	Removal & Disposal of Asbestos Containing Ceiling Tile and/or Acoustical Ceiling Spray. Estimated quantity: 1000 square feet x unit price	1000		
9	Septic Tanks – Pump, collapse and backfill	20		
TOTAL EXTENDED COSTS OF BASE BID ITEMS:				\$ _____



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ADDITIONAL BID ITEMS				
Item	Description	QTY	Unit Cost	Extended Cost
10	Pavement saw cutting – less than 6” - Linear Foot	1 Linear Ft		
11	Deliver & Grade top soil: type of soil grade soil – Cubic Yard	1 Cubic Yard		
12	Erosion Control - Sod (Bermuda) with 4 water applications - Square Foot	1 Square Foot		
13	Erosion Control - Hydro-mulch (per square foot) – Square Foot	1 Square Foot		
14	Erosion Control - Hay Bale Barriers - Each Bale	1 Bale		
15	Erosion Control - Silt Fence - Linear Foot	1 Linear Foot		
16	Removal & Disposal of Tires - Each Tire	1 Tire		
17	Mowing and weed eating of standing weeds and/or grass to no more than 3” high - Residential lot 75’ X 130’	1		
18	Mowing and weed eating of standing weeds and/or grass to no more than 3” high - Over 75’X130’ but less than ½ acre in size	1		
19	Mowing and weed eating of standing weeds and/or grass to no more than 3” high - ½ acre to 1 acre in size	1		
20	Temporary Fence Installation - 4-foot orange security fence Per 25 feet	25’		
21	Temporary Fence Installation 6-foot chain link fence Per 25 feet	25’		
22	Permanent Fence and installation 4-foot chain link fence Per 25 feet	25’		
23	Permanent Fence and Installation 6-foot chain link fence Per 25 feet	25’		
TOTAL EXTENDED COSTS OF ADDITIONAL BID ITEMS:			\$ _____	

TOTAL FROM BASE BID ITEMS	\$ _____
TOTAL FROM ADDITIONAL BID ITEMS	\$ _____
TOTAL EXTENDED COSTS	\$ _____

All unit quantities on this bid form are an estimate and may not reflect actual quantities and are provided for award purposes only. They may be increased or decreased by the City of Tulsa in accordance with demand.

3. **Annual Price Adjustment.** The prices bid for any Goods and/or Services shall not increase during the initial term of the contract. However, if you anticipate that you will not be able to maintain firm prices for any renewal period, a change in price **will be considered** if the following conditions are met:



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- a) You must limit any increase to **one** of the following (indicate your **choice***):
 - 1. the change in the Consumer Price Index from BLS Table 1(web link below) from the prior year, as measured by the change in the CPI-U between the most recent month available and that same month in the prior year ____ (place an "X" here if this is your choice)
 - 2. a fixed percentage you specify ____%
- b) You must notify City, in writing, no later than 90 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price choice in your bid. **Failure to so notify City will result in City denying any price increases.** In no event can the proposed price change exceed that possible under the choice in your bid. Your notice can be sent by certified mail, fax or email.

Notes: * - Any price increase you choose will be considered in the evaluation of your bid. If you choose the CPI-U, the annual increase used for evaluation will be assumed to equal the change in the CPI-U for the prior year, as described above.

CPI Web Link: <http://www.bls.gov/news.release/cpi.t01.htm>

Bidder's Company Name _____

Authorized Signature Here ▶ _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET