

June 28, 2023

## Invitation For Bid (IFB)

### TAC 1281

#### Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Exhibit A (Top of Page 24)** of the bid package as verification that you have received and are aware of the information contained herein.

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#### QUESTIONS/CLARIFICATION/CHANGES:

##### **CHANGES:**

Due Date Was: 7/3/23

Due Date Is Now: **7/5/23**

Was:

#### **V BID PROCESSING**

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

Is Now:

2. **Forms, Notice to Proceed, and Irrevocability of Offer:** You will need to either register with the City online **or provide a completed IRS form W-9 with your bid submission** You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Was: Line Items 1, 2, 3, 3, 4, 5, 6

Is Now: Line Items **1, 2, 3, 4, 5, 6**

## QUESTIONS:

1. Does the City have any pre designated temporary debris reduction sites ?

- **Yes, the temporary Debris Management Sites (DMS) managed by the city are currently at 89th and Latimer, 145th and Pine, and 236 W 71st St. Depending on utilization and capacity, we may add an additional site by the time the contract begins. Any DMS managed by the city will be within municipal limits.**

2. Can you please confirm if the debris resulting from cutting Hazardous Trees and Dangerous hanging Limbs are to be placed in the ROW for collection under line item 1 as vegetative debris? If the Scope of work dictates that the debris resulting from the removal of hazardous trees and hanging limbs is to include hauling the resulting debris to DMS or final disposal site then the contractor would need dedicated collection trucks to follow the tree removal crews and ONLY pick up debris from their work, thereby skipping piles of debris and leaving it on the street to be picked up by another collection truck. If there is a major event, collection trucks will be more efficiently used if they could travel the ROW and pick up ALL debris rather than skipping piles and only following the tree crew. ALSO, the proposed rates will be higher to include the transport and disposal of debris. The typical method is to price hazardous trees and hanging limbs as a cut only rate and to place the resulting debris in the ROW for collection as vegetative debris. This method frees up collection trucks and expedites the collection process.

- **The pricing for ROW pickup and Hazardous limbs are separate line items. The Hazardous limb cutting is simply a cut to be placed in the ROW for pickup by the contractor at large. There is not a need for the contractor to have a follow truck immediately collecting those materials. The means and methods of contract execution are up to contractor discretion within the boundaries of the written contract.**

3. Does the City have an estimated quantity of debris to be picked up?

- **Exhibit A – Delivery and Pricing states that “THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.” The city is currently estimating debris volume around 250,000 CY. This volume is not guaranteed and may change higher or lower.**

4. Can the City confirm that line item 1 is intended to be hauled to the DMS, reduced, and hauled to the final disposal location?

- **That is incorrect. Line item 1 of Exhibit A – Delivery and Pricing asks for Cubic Yard pricing for “Cost to remove, reduce as needed, and dispose of any vegetative waste within municipal boundary streets, roads, alleys, and rights-of-way (ROW).” That line item is to price the complete removal, reduction as needed, and disposal at a site of the contractors choice of materials located within the municipal boundary streets, roads, alleys, and rights-of-way (ROW). Materials handled in line item 1 are not to be charged again in line item 2.**

5. Can the City confirm that removing hazardous leaning trees is not a part of the scope of work?

- **That is correct, removal of hazardous leaning trees is excluded from this scope.**

6. If removing hazardous leaning trees is a part of this work, will the City consider adding line items for this?

- **Not at this time.**

7. Currently, the pricing schedule does not include quantities: does the City plan to assign quantities to the line items for evaluation purposes? If the answer is yes, what will those quantities be?

- **The city is currently estimating debris volume around 250,000 CY. This volume is not guaranteed and may change higher or lower**

1. Line Item # 1 states remove, reduce and dispose of vegetative waste. Reduction requires first taking to a DMS. Line 2 states reduction and disposal from DMS. Therefore, reduction and disposal would be part of the price of both line items. Typically, line # 1 would only include be load and haul veg. debris to a DMS, and line 2 would be the reduce and dispose.
    - a. Please advise.  
**Line item 1 of Exhibit A – Delivery and Pricing asks for Cubic Yard pricing for “Cost to remove, reduce as needed, and dispose of any vegetative waste within municipal boundary streets, roads, alleys, and rights-of-way (ROW).” That line item is to price the complete removal, reduction as needed, and disposal at a site of the contractors choice of materials located within the municipal boundary streets, roads, alleys, and rights-of-way (ROW). Materials handled in line item 1 are not to be charged again in line item 2.**
  2. Line item 2 states “reduce, reduce and dispose”.
    - a. Is the second reduce a typo?  
**Yes, you may read that line as “Cost to reduce, remove and dispose of vegetative waste located at City of Tulsa managed Debris Management Sites (DMS)”**
  3. Item 3 states the City will manage the DMS. Management of a DMS requires substantial manpower and equipment to perform the job. Pricing further asks for us to do the reduction. Does that mean the City would supply the necessary equipment and or manpower.
    - a. Can the City please clarify what the contractor would actually be providing and what the City would be providing?  
**The city will be providing a Monitor (under contract TAC 1282) that will manage the designated DMS. The equipment and manpower necessary for any debris collection, reduction, or disposal is on the seller under contract TAC 1281. The current DMS sites are not to be used for final disposal of the materials onsite. The seller will be responsible for finding an alternative site for their own reduction under line item 1 and final disposition for both lines 1 and 2.**
  4. There are 2 Line #'s 3. The second one is for limb removal. Typically, most cost effective procedure, is to place those limbs on the ROW for removal as regular debris.
    - a. Please confirm if this is how it will be done.  
**The pricing for ROW pickup and Hazardous limbs are separate line items. The Hazardous limb cutting is simply a cut to be placed in the ROW for pickup by the contractor at large. There is not a need for the contractor to have a follow truck immediately collecting those materials. The means and methods of contract execution are up to contractor discretion within the boundaries of the written contract.**
  5. The Solicitation states we must remove trees, but there are no provisions for pricing trees.
    - a. Should we include this in addition to our pricing?
    - b. Will the City provide a revised price sheet?  
**Removal of hazardous leaning trees is excluded from this scope. There will not be a revised price sheet.**
- 
1. Does the City have DMS locations?
    - a. **Yes, the temporary Debris Management Sites (DMS) managed by the city are currently at 89th and Latimer, 145th and Pine, and 236 W 71st St. Depending**

on utilization and capacity, we may add an additional site by the time the contract begins. Any DMS managed by the city will be within municipal limits.

2. Will there be a line item for leaning trees?
  - a. **Removal of hazardous leaning trees is excluded from this scope.**
3. Would the City consider a line item for hauling reduced material by CY to final disposal?
  - a. **Line item one is for the removal, reduction as needed, and disposal of any vegetative waste within municipal boundary streets, roads, alleys, and rights-of-way (ROW). This line item does leave means and methods at seller discretion, but it does require that vegetative waste reach final disposal in a legal manner as prescribed by the rest of the specifications.**  
**Line item two is for the reduction, removal and disposal of any vegetative waste located at City of Tulsa managed Debris Management Sites (DMS). This line item does leave means and methods at seller discretion, but it does require that vegetative waste reach final disposal in a legal manner as prescribed by the rest of the specifications.**  
**The city is not defining a final disposal site as means and methods will be at seller discretion. Both Line items 1 and 2 do already include hauling to the final disposal site.**
4. To confirm, no bid bond is required?
  - a. Correct, no bid bond is required.

On the price sheet for TAC1281, line item 1 is this to include the price for tree removals? Also, line item two, should it read “Cost to **remove**, reduce, and dispose?”

**Removal of hazardous leaning trees is excluded from this scope.**

**Yes, Line item 2 should be read as “Cost to reduce, remove, and dispose?” This price should reflect the reduction, removal, and final disposal of material from a city managed DMS. The disposal of that material should not be on a city owned property and will be at seller discretion. Line item 3 is for the restoration of those same DMS properties.**

# Invitation for Bid (IFB)

TAC1281

**Supplies or Services Requested:** Storm Debris Removal

**Department:** Citywide

**NIGP Commodity Code(s):** 988-89; 988-88; 988-52; 968-88; 912-19

## Solicitation Schedule

EVENT	DATE
IFB Issue Date	06/26/2023
Pre-Bid Conference <i>Location</i>	NO PRE-BID CONFERENCE
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	07/05/2023

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

Donny Tiemann, Project Buyer | dtiemann@cityoftulsa.org

*All questions should be emailed with IFB **TAC 1281** on the subject line.*

### Submit Bids (sealed) to:

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

*Bids (5 total: 1 original, 3 copy, 1 electronic) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed at and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



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

## I. STATEMENT OF PURPOSE:

### 1. Overview and Goals

The goal of this Invitation for Bid is to secure a source to provide Storm Debris Removal for the City of Tulsa. Bidders are to respond to this IFB by providing their qualifications and experience for consideration of award.

This work is time sensitive. Work is expected to begin immediately after notification that an agreement has been signed by the Mayor. Crews are expected to be mobilized and ready to begin contract work at 7am on July 10<sup>th</sup>, 2023. If work has not started with 48 hours of the intended start date, then the next lowest secure bidder will be selected for the work and the original contract will be voided.

Sign to acknowledge that this work is to begin immediately.

\_\_\_\_\_ sign

\_\_\_\_\_ date

The selected storm debris removal contractor ("Seller") shall provide all expertise, personnel, tools, materials, equipment, transportation, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all eligible storm-generated vegetative debris; and shall be provided in accordance with the Scope of Service and Specifications set out below.

These contracted services shall provide for the cost effective and efficient removal and lawful disposal of vegetative debris accumulated on public parks, municipality-maintained cemeteries, public streets, public roads, public alleys, other public rights-of-way, including any other locally owned facility or sites as directed by the City of Tulsa. This Agreement covers property and rights-of-way owned and maintained by the city of Tulsa and all work shall be done only as directed by a designee of the City.

Seller shall remove all debris when directed to do so by the City. Seller shall use reasonable care not to damage any real or personal property not already damaged by the storm event. Damages shall be handled pursuant to the Damages by Seller provision herein.

Seller shall load and haul the debris from within the legal boundaries of the City to a final disposal location defined by the Seller. Material removed from the streets, roads, alleys, other rights-of-ways shall be entirely up to the Seller to reach a final disposition.

Seller shall reduce the vegetative debris prior to taking it to designated final site(s). Reduction of vegetation debris shall be performed through a grinding and/or chipping process. Direct hauling of vegetative debris from the ROW collection point to final disposal site, where the material will not be delivered to or managed at a City designated Debris Management Site (DMS), will not require reduction and will not be subject to site management or reduction fees.

### 2. Term of Contract

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

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

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

### ***Authorized Agent***

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

- **Corporations** – the president, 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.
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – 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.

## **II. SCOPE OF SERVICES AND SPECIFICATIONS**

### **II.1. Scope of Services**

#### **II.1.1. Geographic Assignment:**

The geographic boundary for work by Seller's crews shall be only as directed by City and will be limited to properties located within the City's jurisdictional boundaries. Collection activities shall be monitored, and crews shall be responsible for providing detailed information of collection locations as requested.

#### **II.1.2. Multiple, Scheduled Passes:**

Seller shall make complete scheduled passes at the direction of City and/or unscheduled passes of each area impacted by the storm event. City shall direct the interval timing of all passes. Passes shall be complete only when City deems, they meet the definition outlined herein. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional debris placement at the ROW by the citizens and the City of Tulsa.

#### **II.1.3. Operation of Equipment:**

Seller shall operate all trucks, trailers, and all other equipment in compliance with any/all applicable federal, state and local rules and regulations. Equipment shall be in good working condition, with no fluid leaks, and must have an enclosed rear or operable tailgate. NO unapproved improvised tailgates are allowed, e.g. chain link fencing, etc. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load debris. No equipment shall be allowed to operate on private property or outside of the public ROW unless otherwise directed by City. Damages by the Seller or its representative shall be the Seller's responsibility and repaired at no additional cost to the City as in the Damages by Seller provision. Should operation of equipment be required outside of the public ROW, City will provide a Right-of-Entry Agreement.

#### **II.1.4. Certification of Load Carrying Capacity:**

Seller shall submit to City a certified report indicating the type of vehicle, make and model, license plate number and/or trailer VIN number, assigned debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul debris. This report shall be maintained, updated, and provided to the City whenever equipment is added or deleted. The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by City, City's debris monitoring firm, and Seller representatives at a City designated location. A standard measurement form certifying actual physical measurements of each piece of equipment, including side boards and deductions shall be an attachment to the certified reports submitted to City. Each vehicle shall be measured for cubic yard capacity. Each vehicle shall have one numbered certification form prepared with a written description of the measurements, detailed diagram showing the overall inside dimensions, the dimensions of any and all, side boards, and/or deductions, and photograph attached. Deductions, such as doghouses, slant plates, etc. shall be shown as a deduction from the total cubic yards. Example: Measure and diagram length times Width times Height divided by 27= Total CY. Second, measure and diagram the "deduction item" and subtract from the total CY. This is the number that will be certified on the certification form and the placard placed on the vehicle. Seller may create their own form for this purpose. Certification forms shall be in triplicate, sequentially numbered and verified by a City of Tulsa representative. City shall retain the original certification copy, the Seller shall retain the second copy, and the third copy shall remain in the certified vehicle. Any changes to the equipment size or capacity, i.e. adding or removing sideboards, tailgates etc. will require it to be recertified prior to its next load. This new certification shall be attached to the original certification and documented as to

when and/or why recertification was required and occurred. Any vehicle may at any time be re-measured for capacity. If determined the capacity is different due to mathematical error, this new capacity will be reflected on any previous loads and reconciled as such. Digital copies of truck certifications, forms, and photographs may be used in place of hard copies when applicable technologies are both available and if they conform with and are compatible with an approved Advanced Distribution Management System (ADMS) used by City's debris monitoring firm.

#### II.1.5. Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY) (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up). The measured maximum load capacity (as adjusted) of any vehicle load bed shall be the same as shown on the certification form and placarded on each numbered vehicle or piece of equipment used to haul debris. Seller name and vehicle certification number shall be on the placard along with the certified CY. All vehicles or equipment used for hauling shall have and use a City / Seller - approved tailgate. A complete list of all certified vehicles with total adjusted CY information including details of tailgates, sideboards, and deductions shall be supplied, maintained, and updated by the Seller when any changes occur at all DMS sites.

#### II.1.6. Security of Debris during Hauling:

Seller shall be responsible for the security of debris on/in each vehicle or piece of equipment utilized to haul debris. Prior to leaving the loading sites, Seller shall ensure that each load is secure and trimmed so that no debris extends horizontally beyond the bed of the equipment in any direction or vertically above ODOT maximum height requirements; tailgates must be closed. All loose debris shall be reasonably compacted and secured during transport in accordance with ODOT guidelines. As required, Seller will regularly survey the primary transportation routes used by Seller & its subcontractors and recover fallen or blown debris from the roadway(s).

#### II.1.7. Traffic Control:

Seller shall mitigate impact on local traffic conditions to the greatest extent possible while collecting or managing debris. Seller is responsible for establishing and maintaining appropriate traffic control in accordance with the most current edition of the US Department of Transportation Manual of Uniform Traffic Control Devices (MUTCD) (see <http://mutcd.fhwa.dot.gov> OR other appropriate address for manual). Seller shall provide sufficient signage, flagging, and barricading to ensure the safety of vehicular and pedestrian traffic at all debris removal, reduction and/or disposal sites.

#### II.1.8. Workdays/Hours:

Seller may conduct debris removal operations beginning at 6:00 AM Central Time and 30 minutes after the published sunrise/sunset, seven (7) days per week unless prohibited by ordinance. Any mechanical, debris reduction operations or burning operations may be conducted twenty-four (24) hours per day, seven (7) days per week or in accordance with Local, State or Federal decree. Adjustments to workdays and/or work hours shall be as directed by City following consultation and notification to Seller.

#### II.1.9. Stumps:

All eligible stumps authorized by the City shall be extracted, loaded, transported, stored, reduced and disposed in accordance with the standards and pricing of this Agreement and in accordance with FEMA guidance documents DAP9523.11 or as amended.

Small stumps placed within loose debris piles shall be collected as normal debris. Loose stumps, placed at the right-of-way by others shall be identified and converted to cubic yards prior to collection. The size of all eligible loose stumps shall be determined by measuring up 1 to 2 feet from the root system then measuring the circumference and dividing by (3.14) to determine the diameter; or in

accordance with the most currently available FEMA guidelines. All stumps will be documented, invoiced and paid in accordance with FEMA guidance and details & conditions of this Agreement. The Seller shall backfill the hole left from stump extractions. A stump will be determined eligible for extraction based on the most current FEMA guidance but at a minimum must meet the following:

- The stump poses a threat to health and safety, and
- Has 50% or more of the root-ball is exposed, and
- It is greater than 24" in diameter as measured 24" above the ground. FEMA policy for documentation of stumps shall be followed but at a minimum the following documentation must be obtained for each stump removed:
  - Photographs and GPS coordinates that establish the location is on public property.
  - Specific narrative describing the threat to health and safety
  - Diameter of the stump
- Quantity of material needed to fill the resultant hole Prior to stump extraction, all documentation described above shall be provided to the City; once determined eligible, written authorization shall be provided to the Seller to remove the eligible stump. Copies of this authorization shall be submitted with the invoice in order to justify payment.

The Seller must complete a FEMA Hazardous Stump Worksheet where required by FEMA policy. If there are changes to FEMA or other regulatory requirements for stump documentation, the most current guidance or policy shall apply.

Reduction costs of stumps shall be included in the debris processing costs established in the pricing template.

#### II.1.10. Work Safety:

Seller shall provide and enforce a safe work environment as prescribed in the Occupational Safety and Health Act of 1970, as amended. Seller shall provide such safety equipment, training, and supervision as may be required by City and/or other governmental regulations. Seller shall ensure that its subcontracts contain a similar safety provision.

#### II.1.11. Inspection and Testing:

All debris shall be subject to inspection by City and other public authorities to ensure compliance with Agreement, applicable federal, state, and local laws, and in accordance with generally accepted standards of emergency management professionals. City or its representatives will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the government shall be permitted to inspect all work, materials, invoices and other relevant records and documentation.

#### II.1.12. Retention of Collection Equipment:

Seller shall supply and maintain a sufficient quantity of collection equipment to complete the debris management project in accordance with the collection rates established herein or as approved by City to complete the final stages of the project within the established timelines. Collection equipment shall remain in force until the debris collection is complete or when determined by City and Seller to be adequate to complete the recovery effort. Equipment leaving the City prior to completion of the recovery effort shall be replaced with equal or better equipment. Unless the City determines that downsizing of the operation is warranted.

#### II.1.13. Chainsaw Crews:

Crews shall work only as directed by task order by the City; the number of crewmembers and scope of work to be performed shall be outlined in the task order. Following the initial cut and toss phase of the project, chainsaw crews must be monitored by the City's debris monitoring firm. Unauthorized work shall not be paid for. Detailed invoices consisting of at a minimum the number of crewmen,

hours worked, location, and description of work performed shall be submitted with the monthly invoice.

**II.1.14. Hazardous Trees:**

Hazardous Trees are to be removed if the condition was caused by the disaster, and is: necessary to eliminate immediate threats to life, public health and safety, or reduce threats of significant damage to property.3 FEMA policy requires an Applicant to provide documentation on the size of each individual tree, limb, and stump to demonstrate its removal is necessary to address a threat to life, health, safety, or property.

**II.1.15. Hanging Limbs:**

Limbs, authorized as eligible for reimbursement by the City must be:

- Located on improved public property
- Greater than two inches (2") in diameter at the point of breakage • Still hanging in a tree and threatening a public use area FEMA policy for documentation shall be followed but at a minimum the following documentation must be obtained for each hanging limb that is removed:
- Photographs and GPS coordinates that establish the location is on public property
- Specific narrative describing the threat to health and safety After hazardous trees are properly documented and determined eligible by the City or City designated debris monitor, written authorization shall be given to the Seller to remove the tree. Copies of these authorizations are required to be submitted with the invoice to be eligible for payment.

**II.1.16. Hand Loaded Collection Equipment:**

Hand load trucks, trailers or equipment are discouraged, and shall be used only in areas where typical collection equipment cannot access and only with prior written authorization of the City. These "hand loaders" must remove all eligible debris. All Seller equipment must be capable of self-unloading, equipment that must be unloaded by hand or requires assistance from operator at DMS site will not be permitted to dump at DMS sites.

**II.1.17. Dead Animals:** Dead animals found (or placed) in the right-of-way or inadvertently delivered to a debris management site shall be the responsibility of the Seller to remove and lawfully dispose of under this contract.

**II.1.18 REPORTS, CERTIFICATIONS, and DOCUMENTATION**

**II.1.18.1 Accountable Debris Load Forms:**

City and Seller shall, after reconciliation, accept the serialized copies of the debris reporting tickets or approved ticket data base as the certified, original source document to account for the measurement and accumulation of the volume of debris delivered and processed at the reduction and/or disposal sites as verified by City representative. The serialized ticketing system (paper or approved electronic) will also be used in the event of additional debris handling for volume reduction and/or the possible requirement for a debris transfer station. These tickets/data base shall be used as the basis of any electronic generated billing and/or reports.

- If requested, the Seller shall provide, minimum 4 part carbon copy, debris load tickets for use through the recovery operations.
- All debris collection and disposal information required by FEMA of other regulations must be documented on each load ticket
  - The Seller shall submit all original load tickets to the City At the option and request of the City, the Seller shall reconcile their load ticket copies with City copies no less than one time per week. Discrepancies shall be noted and resolved prior to the next reconciliation period. An approved and auditable electronic debris ticket database, established through the use of an approved ADMS

provided by the City's debris monitoring firm, may be used in place of serialized copies of the debris reporting tickets. In this event, load tickets will be replaced by ADMS generated receipts or reconciled electronic database where applicable.

II.1.18.2. Reports:

Seller shall submit periodic, written reports to City as requested or required, detailing the progress of debris removal and disposal. These reports shall include, but are not limited to:

II.1.18.2.1. Daily Reports:

Daily reports shall detail the locations where passes for debris removal were conducted, the quantity of debris (by type) removed and disposed of, the total number of personnel crews engaged in debris management operations, and the number of grinders, chippers and mulching machines in operation. Seller shall also report and provide regular repair progress updates of any damages to private property caused by the debris operation or damage claims made by citizens and such other information as shall be required to completely describe the daily conduct of Seller's operations.

Each daily report shall contain, at a minimum, the following information:

- a. Seller's Name
- b. Date of Report
- c. Contract Number
- d. Number of Crews
- e. List of Personnel by Classification
- f. List of Equipment
- g. Location of Work Performed (Street Address and Lot Number)
- h. Attached load tickets for that day

Each Load Ticket will contain the following information:

- a. Ticket Number
- b. Truck Number
- c. Contract Number
- d. Date
- e. Seller Name
- f. Street address of site debris was collected from
- g. Destination site
- h. Debris Classification
- i. Debris Quantity, in CY, as determined by Monitoring Service

II.1.18.2.2. Weekly Summaries:

A summary of all information contained in the daily reports as set out in Section II.1.18.2.1 Daily Reports of this Agreement or in a format required by City.

II.1.18.2.3. Report Delivery:

The scheduling, point of delivery and receiving personnel for the debris operations report will be directed by City in consultation with Seller.

II.1.18.2.4. Final Project Closeout:

Upon final inspection and/or closeout of the project by City, Seller shall prepare and submit a detailed description of all debris management activities to include, but not be limited to the total volume, by type of debris hauled, reduced and/or disposed of, plus the total cost of the project invoiced to City. Seller shall provide any other additional information as may be necessary to adequately document the conduct of the debris management operations for City and/or other government entity. Report

shall include a section detailing any private property damages or claims, the satisfaction of these claims, as well as the status of any outstanding claims that require further action by the Seller.

**II.1.18.2.5. Additional Supporting Documentation:**

Seller shall submit sufficient reports and/or documentation for debris loading, hauling, disposal, and load capacity measurements, and any other services provided by Seller as may be required by City and/or other governmental entity to support requests for debris project reimbursement from external funding sources.

**II.1.18.2.6. Report Maintenance:**

Seller will be subject to audit by federal, state and local agencies pursuant to this Agreement. Seller shall maintain all reports, records, debris reporting tickets and contract correspondence for a period of not less than three (3) years.

**II.1.18.2.7. Contract File Maintenance:**

Seller shall maintain this Agreement and the invoices that are generated for services for a period of five (5) years or the period of standard record retention of the City, whichever is longer. Public records law requires that all records that are not exempt, must be made available upon request by the public. City may unilaterally cancel this Agreement for refusal to comply with this provision.

## **II.2. Specifications**

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

### **II.2.1.PERFORMANCE OF SERVICES**

#### **II.2.1.1.Description of Service:**

Seller agrees to perform services in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits included but not limited to those set out in Appendix A attached hereto and incorporated herein by this reference. Only the highest quality workmanship shall be acceptable. Services, equipment, and workmanship not conforming to the intent of Agreement or meeting the approval of City may be rejected. Replacements and/or rework, as required, shall be accomplished at no additional cost to the City.

#### **II.2.1.2.Cost of Services:**

Seller shall bear all its own operating costs and is responsible for all permits, license fees, and maintenance of its own trucks and equipment to keep such property in a condition and manner adequate to accomplish contracted services.

#### **II.2.1.3.Sub-contractor(s):**

Seller may utilize the services of Sub-contractors and shall be responsible for the acts or omissions of its Sub-contractors to the same extent Seller is responsible for the acts and omissions of its own employees. Seller shall ensure that all its Sub-contractors have and carry the same major provisions of this Agreement and that the work of their Sub-contractors is subject to said provisions. Nothing contained in this Agreement shall create any contractual relationship between any Sub-contractor and City. Seller shall supply the names and addresses of Sub-contractors and materials suppliers when requested to do so by City.

**The use of small business, minority-owned, women-owned, tribal, and veteran-owned sub-contractors is encouraged.**

### **II.2.2.STANDARDS OF PERFORMANCE**

#### **II.2.2.1.Seller Representative:**

Seller shall have a knowledgeable and responsible representative report to City's designated Agreement representative within 24 hours following the execution of this Agreement. The Seller's representative shall have the authority to implement all actions required to begin the performance of contracted services as set out in this Agreement. A Seller representative shall remain locally during the duration of recovery efforts and be available to routinely meet with City contract administrator. The Seller shall also consider locating this representative at or near the City EOC to facilitate coordination of debris removal operations. The Seller shall also provide reports on debris removal operational progress as requested.

#### **II.2.2.2.Mobilization:**

The Seller shall have sufficient equipment and personnel in City within 4 days of "notification to proceed" to begin removal operations. Failure to begin operations 48 hours after the designated start time will result in the cancellation of the contract and the next low bid from a qualified and responsive bidder will be selected for the work.

#### **II.2.2.3.Time to Complete:**

Seller shall use all efforts to complete all work directed under this Agreement as soon as feasibly possible, and in accordance with established timelines for completion of debris related activities for the specific event, as defined by FEMA or other federal reimbursement program guidelines or as agreed to with the City. City will direct the scope and nature of the work to be performed as the extent of damage has been determined.

#### II.2.2.4.Completion of Work:

Seller shall be responsible for removal of all vegetative debris (whole trees, tree stumps, tree branches, tree trunks, and other leafy material) up to the point where remaining debris can only be described as storm litter and additional collection can only be accomplished using hand labor and all DMS mitigation and damages by Seller have been resolved.

### II.2.3.GENERAL RESPONSIBILITIES

#### II.2.3.1.City Obligations:

City will furnish all information and documents necessary for the commencement of contracted services, including a written Notice to Proceed. A representative will be designated by City to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after activation of this Agreement. City will be responsible for issuing all Public Service Announcements (PSAs) to advise citizens and agencies of the available debris management services. Seller may assist City with the development of debris management PSAs, if so requested.

#### II.2.3.2.Seller's Conduct of Work:

Seller shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. Seller shall demonstrate and maintain a courteous and responsive demeanor toward all citizens, especially when working on right-of-ways. All operations shall be conducted under the review of a City representative at times, places, and by means as directed by City.

#### II.2.3.3.Supervision by Seller:

Seller shall supervise and/or direct all services performed by its employees, agents and Sub-contractors. Seller is solely responsible for all means, methods, techniques, safety, and other procedures. Seller shall employ and maintain a qualified supervisor at the work site who shall have full authority to act on behalf of Seller. All communications given to the supervisor by City's authorized representative shall be as binding as if given to Seller. Multiple work sites will require equal supervision as outlined above. Seller must ensure that sufficient supervision is provided to manage multifaceted debris management operations that may include projects that require separate coordination, tracking, and documentation; additional supervision and/or project management staff shall be provided if requested by the City for these projects.

#### II.2.3.4. Damages by Seller:

Seller shall be responsible for conducting all operations, in such a manner as to cause the minimum damage possible to existing public, private, and commercial property and/or infrastructure. Seller shall also be responsible for any damages due to the negligence of its employees and Sub-contractors. **Should any property be damaged due to negligence on the part of Seller, the Seller shall repair damages promptly and at no additional cost to the City;** repairs must be sufficient and a release from claim of damage must be signed by the parties involved.

If repairs are not made promptly or sufficiently as to obtain the signed release from claim, the City may elect to coordinate or hire an outside vendor to make the required repairs and will either bill the Seller for the damages or withhold funds due to the Seller. City shall make the determination of whether "negligence" has occurred.

Seller shall respond to all damage complaints within 48 hrs. of receipt and maintain a Damage Log tracking all damage complaints including date and point of contact, proposed resolution, status of repairs or settlement, and date of documented release. Seller shall review this list with City designated contract manager a minimum of weekly and provide copies of all releases. All Seller damages must be resolved prior to project closeout unless otherwise agreed to by City. If at any time the damage list exceeds 25 open claims without scheduled repairs or at the discretion of the City, the Seller shall provide, at no additional cost to the City, a dedicated staff member to resolve damage claims.

II.2.3.4.1 All restoration work required of any roadway pavement by the debris removal contractor shall be performed by the city's public works paving cut contractor unless exempted by the public works director. Upon completion of the work and the subsequent repair of the right of way damage, the Seller shall be obligation to notify the public works director that the damage has been repaired.

Sign to acknowledge that You are in Agreement with Section II 2.3.4.  
\_\_\_\_\_ sign \_\_\_\_\_ date

II.2.3.5.Seller's Duty Regarding Other Contractor(s): Seller acknowledges the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work.

II.2.3.6.Seller's Ownership of Debris: Unless otherwise directed by City, All debris shall become the property of Seller for removal and lawful disposal. The debris will consist of vegetative waste. Disposal costs at Non-City managed disposal locations shall be passed through to the City without mark-up on the monthly invoices. The scope of the cleanup is Vegetative Debris, other debris should be left where it was found.

II.2.3.7.Seller's Disposal of Debris: Unless otherwise directed by City, Seller shall be responsible for determining and executing the method and manner for lawful disposal of all eligible debris. City shall determine the primary location of the reduction and disposal sites in consultation with Seller. Additional sites may be utilized as directed and/or approved by City.

II.2.3.8.Debris Management Site (DMS):

II.2.3.8.1. Site Setup: Prior to beginning operation at a debris management site, the condition of the site shall be photographed, or video recorded by the Seller and its condition documented and agreed upon by the City, Seller, and Property Owner if applicable. As directed by City, baseline environmental assessments shall be performed and supplied for City review. Site setup shall be completed by the Seller to include but not limited to, grubbing, silt fencing, all weather tower construction and/or rental, and site operation plan. City shall approve additional materials if determined necessary to provide for safe access to the site, costs for these materials shall be a pass-through cost without mark-up.

II.2.3.8.2.Site Operation: Debris shall be stored in accordance with all federal, state, and local regulations. Fire lanes and adequate access shall be provided. Debris reduction activities shall be performed at each DMS as to maintain the safe and efficient operation of the site.

II.2.3.8.3.Site Remediation: Debris management sites shall be returned to equal or better than original condition and to the satisfaction of City or Property Owner as applicable. Seller shall be responsible for any damages pursuant to the above section around damages by Seller.

II.2.3.8.4. Site Security: Unauthorized debris shall become the responsibility of the Seller and must be disposed of lawfully and without additional costs to the City. Seller shall provide security at their discretion to prevent illegal dumping.

II.2.3.8.5. Debris Management Site (DMS) The City's Debris Monitoring firm will determine the minimum number of sites required for each storm event. Preparation and maintenance of facilities shall include maintenance of the DMS approach and interior road(s) for the entire period of debris hauling, including provision of rock for any roads that require stabilization for ingress and egress. The Seller will be responsible for obtaining any required permits, which shall be paid at cost by the City. At the City's discretion, owned rights of way or other entity owned property could be provided for temporary storage of debris. If needed, additional Seller identified DMS sites may be considered for approval by the City. Lease agreements, between the Seller and the property owner, for these properties may be executed by the Seller with approval from the City. Management of these sites shall be subject to all terms outlined in this document, including but not limited to DMS management, environmental controls, and site remediation.

II.2.3.8.6. Debris Processing and Classification: All debris shall be processed in accordance with local, state and federal law, standards, and regulations. Processing shall include, but is not limited to, reduction by grinding and/or chipping.

II.2.3.8.7. Debris Disposal: Disposal of all eligible debris, reduced debris, and other products of the debris management process shall be in accordance with all applicable Federal, State, and local laws, standards, and regulations. Unless otherwise directed by the City, the Seller shall be responsible for paying all landfill tipping or disposal fees and provide all scale tickets or other related & required documentation to the City's debris monitoring firm needed to receive eligible reimbursement through FEMA and (FHWA) for such fees. Tipping or Disposal Fees at Final Disposal Sites shall be passed through to the City at cost without mark-up or escalation. Unless otherwise notified, Tipping or Disposal costs for debris disposed of at approved City owned and operated Final Disposal Sites, shall be the responsibility of the City; in lieu of pass-through debris disposal costs. Disposal fees shall be the normally posted gate fees and be reconciled against load and scale tickets in the same manner as Seller paid disposal fees. Tipping fees for debris from ineligible work, not approved by the City, shall be the responsibility of the Seller and deducted from the invoice.

II.2.3.8.8. Debris Monitoring Assistance: Assistance to the debris monitoring firm by the Seller shall include, but is not limited to the following:

- Monitoring multiple Sellers and multiple trucks delivering materials to the DMS.
- Verify that each truck that delivers to the DMS matches its manifest ticket – truck and maximum capacity.
- Make sure load is properly secured for transport.
- Photograph of each loaded truck bed and attach photograph to truck's manifest ticket or link with digital photographic records, as applicable.
- Review trucks manifest and observe the truck bed to confirm that the truck was loaded to capacity or as described on manifest ticket, and completely empty on departure.
- Maintain manifest tickets in an organized manner for proper record review and storage.
- Initial load tickets before permitting truck to leave the DMS check-in area to empty its load.
- Document location of origin of debris.
- Troubleshoot questions and problems at the DMS and identify issues that could impact eligibility for cost reimbursements.
- Remain in contact with the central office/staging operation command center.
- Perform other duties as directed by City personnel, e.g., conduct final inspections and issue closeout reports

### III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions, email Cheryl Quin at [purchasing@cityoftulsa.org](mailto:purchasing@cityoftulsa.org) or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.

***No Pre-Bid Conference Will Be Held***

3. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
4. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original, 3 Copies, and 1 Electronic. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☒ Electronic Copy also required.

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

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

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

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

***Exceptions to Timeliness Requirement***

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

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

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

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

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

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

## IV. BID EVALUATION AND AWARD

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

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

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

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

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

## V. BID PROCESSING

3. **Forms, Notice to Proceed, and Irrevocability of Offer:** You will need to either register as a Vendor with the City online **or provide a completed IRS form W-9 with your bid submission**. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

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

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

5. **Insurance:** Yes: ☒ No: ☐

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

<b>General Liability:</b> <ul style="list-style-type: none"> <li>Personal injury and property damage including loss of use, and personal injury, each occurrence.</li> <li>Awarded proposer agrees to waiver its rights of recovery against the City and the TPFA.</li> <li>Waiver of Subrogation in favor of City and the TPFA shall be added to the policy</li> </ul>	\$1,000,000.00
<b>Automobile Liability:</b> <ul style="list-style-type: none"> <li>Combined Single Limit (CSL), each occurrence.</li> <li>Coverage shall apply to all Owned, Hired, and Non-Owned Autos operated by awarded proposer, agents and employees, whether owned by the awarded proposer, the City, or otherwise.</li> <li>Waiver of Subrogation in favor of the City and the TPFA.</li> </ul>	\$1,000,000.00
<b>Umbrella/Excess Liability:</b> <ul style="list-style-type: none"> <li>Coverage in excess of specified Commercial General Liability and Auto Liability coverage.</li> <li>Coverage shall be on a per location / per project basis.</li> <li>Waiver of subrogation in favor of City Tulsa.</li> </ul>	\$1,000,000.00
<b>Workers' Compensation</b>	(Statutory limits)

**Seller's insurer must be authorized to transact business in the State of Oklahoma.** Seller will have 3 Days after notification that its Bid was Accepted by the City to provide proof of coverage. The Certificate of Insurance must be completed with the following information:

- A. Your name  
 B. Insurer's name and address  
 C. Policy number

- D. Liability coverage and amounts
- E. Commencement and expiration dates
- F. Signature of authorized agent of insurer

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

6. **Bonding:** Yes: ☐ No: ☒

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

Yes: ☒ No: ☐

**See Appendix A**

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

Yes: ☒ No: ☐ If yes, number of references required: 3

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

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

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

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

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

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

**Pricing:**

Item	Description	Unit	Unit Cost
1.	<b>Cost to remove, reduce as needed, and dispose of any vegetative waste within municipal boundary streets, roads, alleys, and rights-of-way (ROW).</b>	Cubic Yard (CY)	\$
2.	<b>Cost to reduce, remove, and dispose of vegetative waste located at City of Tulsa managed Debris Management Sites (DMS)</b>	Cubic Yard (CY)	\$
3.	<b>Cost to restore City of Tulsa managed Debris Management Sites (DMS) to hay pasture quality once vegetative debris has been removed</b>	Per Acre	\$
4.	<b>Hazardous Limb Removal Greater than 2 inch diameter at the point of breakage, or whatever the current minimum is at the time of the storm event (on an as-directed basis only, must be pre-authorized)</b>	Per Tree Limb	\$
5.	<b>Stump Removal up to 24" diameter (on an as-directed basis only, must be pre-authorized)</b>	Per Stump	\$
6.	<b>Stump Removal between 24" and 48" diameters (on an as-directed basis only, must be pre-authorized)</b>	Per Stump	\$
7.	<b>Stump Removal over 48" diameters (on an as-directed basis only, must be pre-authorized)</b>	Per Stump	\$

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



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

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

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

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

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

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

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

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

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

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

## PURCHASE AGREEMENT

(Page 1 of 5)

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

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

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

### WITNESSETH:

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

### IFB/TAC# 1281 Storm Debris Removal

(the "Supplies and/or Services").

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

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

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

#### 1. Definitions.

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

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

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

## PURCHASE AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**Sign Here ►** \_\_\_\_\_

ATTEST:

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

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

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

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

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

ATTEST:

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

Mayor

\_\_\_\_\_  
City Clerk

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

APPROVED:

\_\_\_\_\_  
Assistant City Attorney

## APPENDIX A

### FEDERAL PROVISIONS

In the event of conflict between the following federal provisions and the terms of the Agreement, these federal provisions shall prevail.

#### **A. Remedies**

Any violation or breach of terms of this Contract on the part of the Seller or its subcontractors may result in the suspension or termination of this Contract or such other action that may be necessary to enforce the rights of the parties of this agreement. The duties and obligations imposed by the Agreement and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

#### **B. Termination for Cause and for Convenience**

1. The City may, by written notice, terminate this Contract in whole or in part at any time, either for the City's convenience or because of failure to fulfill the Contract obligations. Upon receipt of such notice services must be immediately discontinued (unless the notice directs otherwise) and all materials as may have been accumulated in performing this Contract, whether completed or in progress, delivered to the City.
2. If the termination is for the convenience of the City, an equitable adjustment in the Contract price will be made, but no amount will be allowed for anticipated profit on unperformed services.
3. If the termination is due to failure to fulfill the Seller's obligations, the City may take over the work and prosecute the same to completion by contract or otherwise. In such case, the Seller shall be liable to the City for any additional cost occasioned to the City thereby.
4. If, after notice of termination for failure to fulfill Contract obligations, it is determined that the Seller had not so failed, the termination will be deemed to have been effected for the convenience of the City. In such event, adjustment in the Contract price will be made as provided in paragraph (b) of this clause.
5. The rights and remedies of the City provided in this clause are in addition to any other rights and remedies provided by law or under this Contract.

#### **C Equal Employment Opportunity**

During the performance of this Contract, the Seller agrees as follows:

1. The Seller will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Seller will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

2. The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

3. The Seller will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Seller's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

4. The Seller will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

5. The Seller will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

6. In the event of the Seller's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Seller may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The Seller will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Seller will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a Seller becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Seller may request the United States to enter into such litigation to protect the interests of the United States.

**D. Compliance with the Copeland “Anti-Kickback” Act**

**1. Seller.**

The Seller shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.

**2. Subcontracts.**

The Seller or subcontractor shall insert in any subcontracts the clause above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

**3. Breach.**

A breach of the contract clauses above may be grounds for termination of the Contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

**E. Compliance with the Contract Work Hours and Safety Standards Act**

**1. Overtime requirements.**

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

**2. Violation; liability for unpaid wages; liquidated damages.**

In the event of any violation of the clause set forth in paragraph (1) of this section the Seller and any subcontractor responsible therefor shall be liable for the unpaid wages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

**3. Withholding for unpaid wages and liquidated damages.**

The awarding Federal agency or City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Seller or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any

liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.

#### 4. Subcontracts.

The Seller or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

#### F. Patent Rights

The Seller acknowledges the existence of requirements and regulations of the awarding Federal agency relating to patent rights with respect to any discovery or invention which arises or is developed in the course or under this Agreement, including, but not limited to those regulations and requirements set forth in 48 CFR Part 27. Any discovery or invention that arises during the course of this Agreement shall be immediately (within two months of discovery) reported to Contracting Entity. The awarding Federal agency shall determine how rights in the invention / discovery shall be allocated consistent with "Government Patent Policy" and 37 CFR Part 401.

#### G. Copyright

The Contractor acknowledges the existence of requirements and regulations of the awarding Federal agency relating to copyrights and right in data, including, but not limited to those set forth in 28 CFR Part 66.34 which states: "The Federal awarding agency reserves royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes: (a) The copyright in any work developed under a grant, subgrant, or contract under a grant or subgrant; and (b) Any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support."

#### H. Compliance with Clean Air Act

1. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
2. The Seller agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Seller agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an awarding Federal agency.

I. Compliance with Federal Water Pollution Control Act

1. The Seller agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq. Any violations must be reported to FEMA and the Regional Office of the Environmental Protection Agency (EPA).
2. The Seller agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the State of Oklahoma, Federal FR-6 Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The Seller agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by an awarding Federal agency.

J. Energy and Conservation Provision

Seller agrees to comply with all mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

K. Excluded Parties based upon Suspension and Debarment

1. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the Seller is required to verify that none of the Seller, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Seller must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by City. If it is later determined that the Seller did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the State of Oklahoma and City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

L. Byrd Anti-Lobbying Act, 31 U.S.C. § 1352 (as amended)

Sellers who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to

pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient. Example of Certification attached hereto.

M. Solid Waste Disposal Act

1. In the performance of this Contract, the Seller shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- (i) Competitively within a timeframe providing for compliance with the Contract performance schedule;
- (ii) Meeting Contract performance requirements; or
- (iii) At a reasonable price.

2. Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA designate items is available at <http://www.epa.gov/cpg/products.htm>.

N. Access to Records.

The following access to records requirements apply to this Contract:

- 1. The Seller agrees to provide the State of Oklahoma, City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Seller which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transcriptions.
- 2. The Seller agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 3. The Seller agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the Contract.

O. DHS Seal, Logo, and Flags

Seller shall not use the seal(s), logos, crests, or reproductions or likenesses of the Department of Homeland Security or likenesses of Department of Homeland Security officials without specific FEMA pre-approval.

P. Compliance with Federal Law, Regulations, and Executive Orders

Seller acknowledges that FEMA financial assistance will be used to fund the Contract and Seller agrees to comply with all applicable federal law, regulations, executive orders, and FEMA policies, procedures, and directives.

- 1. Davis-Bacon Act for Prevailing Wages

Seller acknowledges that work performed under this contract shall be subject to the Davis-Bacon Act which stipulates labor rates shall be at least prevailing wage as dictated by a Davis-Bacon wage determination.

Davis-Bacon Act, as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

## 2 Equal Employment Opportunity.

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

## 3 Contract Work Hours and Safety Standards Act

Contract Work Hours and Safety Standards Act (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic

must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

#### 4 Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

#### 5 Clean Air Act

Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

#### 6 Debarment and Suspension

Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

#### 7 Byrd Anti-Lobbying Amendment

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Sellers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

8 Additional CFR requirements

Follow the federal guidance of 2 C.F.R § 200 including specifically:

- 2 C.F.R § 200.323 Procurement of recovered materials
- 2 C.F.R. § 200.216 Prohibition on certain telecommunications and video surveillance services or equipment
- 2 C.F.R. § 200.322 Domestic preferences for procurements

Q. No Obligation by Federal Government

The Federal Government is not a party to this Contract and is not subject to any obligations or liabilities to the non-Federal entity, Seller, or any other party pertaining to any matter resulting from the Contract.

R. Program Fraud and False or Fraudulent Statements or Related Acts

The Seller acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Seller's actions pertaining to this Contract

## BIDDER CHECKLIST

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

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

Bidder's Name: \_\_\_\_\_

<b>BIDDER CHECKLIST</b>		
<b>BIDDER DOCUMENTS</b>	<b>PAGES</b>	<b>INCLUDED?</b>
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-7, 18-20	
Scope and Specifications	8 - 17	
Certificate(s) of Insurance	21	
References (if applicable)	22	
EXHIBIT A: Delivery and Pricing	23-24	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	25	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	26-30	
Bidders May Provide As Much Background and Company Information As They Desire		

## PACKING LABEL

**FROM: [Name]**

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

**City of Tulsa – City Clerk's Office**

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

Tulsa, OK, 74103

**Bidder Submission For:**

BID# TAC 1281

BID DESCRIPTION: Storm Debris Removal

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled "Original," the other labeled "Copy." We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk's) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk's Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.