

Invitation for Bid (IFB)

TAC 472E

Supplies or Services Requested: Demolition and Clearance

Department: Planning and Neighborhoods Department

NIGP Commodity Code(s): 912-40

Solicitation Schedule

EVENT	DATE
IFB Issue Date	04/23/2026
Pre-Bid Conference <i>Virtual – Email Buyer for invite</i>	04/30/2026 at 10:15 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	05/04/2026 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	05/13/2026

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

Samantha J. Toothaker, Senior Buyer | stoothaker@cityoftulsa.org
All questions should be emailed with TAC 472E on the subject line.

Submit Bids (sealed) to:

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

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



I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure multiple providers for Demolition and Clearance services.

2. Term of Contract

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

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

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

Authorized Agent

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

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

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

It is recommended that Signatory Authorization Documentation for the Authorized Agent is included at the time of Bid Submission. Please ensure the Authorized Agent is using the correct and appropriate title based on organization type(s) listed above when signing Bid documents.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City of Tulsa is requesting Bids for Structural Demolition and Lot Clearance services for the Planning and Neighborhoods (P&N) Department.

Seller Qualifications

Seller must be an Oklahoma state licensed asbestos abatement contractor. Annual license copies must be provided with annual contract renewal paperwork.

Delivery Requirements

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

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

2. Specifications

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

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

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

The City of Tulsa may award to multiple Sellers for the purposes of quoting on demolition and clearance projects in order to get the lowest and best possible pricing per project. The quotes will be requested via a cost estimate request. Cost estimate responses will be the primary method by which the P&N Department Representative assigns individual site clearance work orders.

It is the purpose of the City of Tulsa to procure demolition and clearance services for each individual project at a competitive rate as the need arises. In an effort to ensure competitiveness, more than one cost estimate response will be needed for each project.

While it is not expected that each awarded Seller will have the ability to respond to a cost estimate request for every project, it is expected that each awarded Seller will submit responsive cost estimates for at least 75% of the requests. By submitting a cost estimate response, the Seller is agreeing to complete the task by the designated completion date.

If a Seller fails to submit required cost estimate responses on multiple projects as specified under this agreement, such failure shall constitute non-performance. The City may take remedial action,

including declaring the Seller in default, making a claim against the posted performance bond, or terminating this agreement.

Minimum Requirements

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

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

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

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

Equipment Requirements

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

Sellers must be able to conduct business via computers and online. This will include but not be limited to send/receive cost estimate requests, site clearance work orders, before and after interior and exterior photographs, invoices, etc. via email. Email must be capable of receiving and/or sending large files, including photographs. **Digital cameras MUST have the ability to record the time and date stamp on the photographs.**

Safety Program

Sellers shall submit with their Bid a copy of their internal company safety program.

Quoting Procedure

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

Each Seller will be notified via a cost estimate request to perform an on-site cost estimate for demolition and clearance projects. Cost estimate responses must be returned to the P&N

Department Representative within 5 days of receipt. The Seller will be given individual and/or groups of assigned site clearance work orders on a daily and/or weekly basis. The work orders will be transmitted via email.

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

Initial Job Functions

The site clearance work order and signed order of abatement are the primary authority for work to be performed on property. If any discrepancy with any other document in the site clearance work order packet is found, the Seller shall immediately contact the P&N Department Representative for clarification/correction. If the scope of work listed on the site clearance work order, in the opinion of the Seller, varies significantly from actual conditions, the Seller shall contact the appropriate P&N Department Representative to reconcile any differences prior to beginning work.

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

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

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

Seller Responsibilities

Sellers will be responsible for the following:

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

Fences/Tree Removal

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

Grading/Backfilling Lot

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

Mowing and Weed Eating

Upon completion of work, Seller shall confirm the entire lot is in compliance with the site clearance work order and signed order of abatement. This includes mowing and weed eating of tall weeds/grass as directed in the site clearance work order and shall include but not be limited to the entire lot, rights-of-way, and easements.

Sanitary Sewer Seals

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

Environmental – Asbestos

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

Pavement Repairs

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

Site Clearance

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

Photographs

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

Invoicing

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

The invoice packet shall include the following:

1. Invoice
 - a. Invoice Number
 - b. Work Order Number
 - c. Address of Property
 - d. Total Direct Costs
 - e. Date Demolition was completed
 - f. Signature of Seller
 - g. Signature line for the P&N Department Representative
2. Photographs (submitted by e-mail)
3. Approved cost estimate
4. Final inspection sheet from permits (Plumbing and Building)

Additional Information

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

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

Holds/Site Clearance Work Order Recalls

The P&N Department Representative may deem it appropriate to place a hold upon a specific site clearance work order; or recall (cancel) the work order completely. When this occurs, notification to the Seller may be via phone; however, written notification must follow as soon as practical. Written holds/recalls on property where actual physical demolition has begun shall be honored only in cases where there is a restraining order or other court document directing the halting of work. Plugging the sewer at the main or disconnecting other utilities is not considered actual physical demolition.

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

Items To Be Submitted With Bid Packet

1. List of employees, at least 10 Full time employees, which will be allocated for work under this contract.
2. List of Equipment
3. Company Safety Program
4. Asbestos Removal Certifications and Training
5. Written history of previous experience performing similar demolition and clearance work

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 purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.

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

Attendance Requirement

Attendance at the Pre-Bid Conference is required to submit a Bid.

Attendance is not required to submit a Bid.

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

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

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

Electronic Copy is 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 2nd Street, Suite 260
Tulsa Oklahoma 74103**

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

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

Exceptions to Timeliness Requirement

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

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

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

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

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

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

IV. BID EVALUATION AND AWARD

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

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

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

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

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

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

V. BID PROCESSING

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

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

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

3. **Insurance:** Yes: No:

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

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

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

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

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

4. **Bonding:** Yes: No:
Performance Bond of \$300,000.00 is required from Awarded Seller

5. **Federal Funding Involved:** Yes: No:

6. **References Required:** Yes: No:

If yes, number of references required: 3

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

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

7. **Data Rider:** If the box is checked "Yes," the Data Rider is required: Yes: No:

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

VI. SAMPLE FORMS

Certificate of Secretary

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

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

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

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

(Signature)

Printed Name

(Assistant) Secretary

[NAME OF COMPANY], LLC

Consent of Members

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

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

[Signature]

Name Printed: _____

Title

Name Printed: _____

[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

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

EXHIBIT A – DELIVERY AND PRICING

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

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

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:

BASE BID ITEMS					
Item	Description	Est. Annual QTY	Unit of Measure	Unit Cost	Extended Cost
1.	Demolition of Structures and whole site clearance	350,000 ft ²	Square Feet	\$	\$
2.	Loading & Disposal of Combustible Debris	4,000 yd ³	Compacted Cubic Yard	\$	\$
3.	Loading & Disposal of Non-Combustible Debris	3,000 yd ³	Compacted Cubic Yard	\$	\$
4.	Removal & Disposal of trees	800 yd ³	Compacted Cubic Yard	\$	\$
5.	Sanitary Sewer Seals (typically at the main) in non-paved areas	150	Each	\$	\$
6.	Sanitary Sewer Seals (typically at the main) in paved areas	20	Each	\$	\$
7.	Removal & Disposal of NON-FRIABLE asbestos shingles and/or siding	35,000 ft ²	Square Feet	\$	\$
8.	Removal & Disposal of Asbestos Containing Ceiling Tile and/or Acoustical Ceiling Spray	1,000 ft ²	Square Feet	\$	\$
9.	Septic Tanks – Pump, collapse & backfill	20	Each	\$	\$
TOTAL EXTENDED COSTS OF BASE BID ITEMS NOT TO EXCEED:				\$ _____	
(All costs must be included, or Your Bid will be disqualified)					

ADDITIONAL BID ITEMS

Item	Description	Est. Annual QTY	Unit of Measure	Unit Cost	Extended Cost
10.	Pavement saw cutting – less than 6”	1	Linear Foot	\$	\$
11.	Deliver & Grade top soil: Type of soil grade soil	1	Cubic Yard	\$	\$
12.	Erosion Control – Sod (Bermuda) with 4 water applications	1	Square Foot	\$	\$
13.	Erosion Control – Hydro-mulch	1	Square Foot	\$	\$
14.	Erosion Control – Hay Bale Barriers	1	Each Bale	\$	\$
15.	Erosion Control – Silt Fence	1	Linear Foot	\$	\$
16.	Removal & Disposal of Tires	1	Each	\$	\$
17.	Mowing & weed eating of standing weeds and/or grass to no more than 3” high Residential Lot size 75’ x 130’	1	Each	\$	\$
18.	Mowing & weed eating of standing weeds and/or grass to no more than 3” high Over 75’ x 130’ but less than ½ acre size	1	Each	\$	\$
19.	Mowing & weed eating of standing weeds and/or grass to no more than 3” high ½ acre to 1 acre size	1	Each	\$	\$
20.	Temporary Fence Installation – 4’ orange security fence per 25’	25	25-Foot Section	\$	\$
21.	Temporary Fence Installation – 6’ chain link fence per 25’	25	25-Foot Section	\$	\$
22.	Permanent Fence & Installation – 4’ chain link fence per 25’	25	25-Foot Section	\$	\$
23.	Permanent Fence & Installation – 6’ chain link fence per 25’	25	25-Foot Section	\$	\$

TOTAL EXTENDED COSTS OF ADDITIONAL BID ITEMS NOT TO EXCEED:

(All costs must be included, or Your Bid will be disqualified)

\$ _____

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

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

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

- a. The change in the Consumer Price Index from BLS Table 1 ([linked here](#)) from the prior year.
- b. Or the following fixed percentage: _____ %.

Addenda

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

_____ # _____ # _____ # _____ # _____ #

State of Organization: _____

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

- Sole Proprietorship
- Partnership
- Corporation
- Limited Liability Company
- Limited Partnership
- Limited Liability Partnership
- Limited Liability Limited Partnership
- Other: _____

Bidder's Address: _____
Street
City
State
Zip Code

Bidder's Website Address: _____

Sales Contact:

Contact for Legal Notice:

Name: _____

Name: _____

Title/Position: _____

Title/Position: _____

Street: _____

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

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

- Email from Assigned Buyer
- City of Tulsa Website
- Tulsa World posting

- Purchasing search engine
- Industry colleague
- Other: _____

END OF EXHIBIT A

PURCHASE AGREEMENT

(Page 1 of 5)

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

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

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

WITNESSETH:

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

TAC 472E Demolition and Clearance

(the "Supplies and/or Services").

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

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

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

1. Definitions.

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

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

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

PURCHASE AGREEMENT

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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 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

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

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

PURCHASE AGREEMENT

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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.
18. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
19. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
20. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.
Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

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

To Seller:

To CITY:

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.
City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

PURCHASE AGREEMENT

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24. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages 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.
25. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
26. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
27. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
28. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
29. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
30. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
31. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
32. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
33. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
34. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.

PURCHASE AGREEMENT

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

- 35.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
- 35.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
- 35.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;
- 35.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 35.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

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

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

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

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

Seller Company Name: _____

Sign Here ► _____

ATTEST: _____ Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

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

ATTEST: _____ By: _____
Mayor

City Clerk

Date: _____

APPROVED: _____
Assistant City Attorney



BIDDER CHECKLIST

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

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

Bidder’s Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I, III, IV)	1-2, 9-11	
Specifications (Section II)	3-8	
Insurance Requirements, Bonding, Funding (Section V)	12	
References (Section V, required form)	13	
Sample Forms (Section VI)	14	
EXHIBIT A: Delivery and Pricing (required form)	15-18	
Affidavits (required form) Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent	19	
Purchase Agreement (required form) Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent	20-24	
Bidder Checklist	25	
Required Bid Response Attachments: (Attach all to the back of Bid Packet) (1) List of Employees – Minimum 10 (2) Equipment List (3) Company Safety Program (4) Asbestos Removal Certifications (5) Written history of previous Experience		
Certificate(s) of Insurance (Attach at the back of Bid Packet)		
Signature Authorization Documents (Attach at the back of Bid Packet)		

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

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa – City Clerk’s Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 472E

BID DESCRIPTION: Demolition and Clearance

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.