CITY OF BROKEN ARROW
REQUEST FOR PROPOSAL
Sale and Removal of Three Prefabricated Buildings

RFP 14.140

Date: June 27th, 2014

The City of Broken Arrow, Oklahoma (the “City”), desires to select a firm to remove and take ownership of three prefabricated metal buildings.

If you or your firm is interested in participating in the solicitation and review process, please submit your proposal, including a description of your services and fees and return to the City of Broken Arrow, Purchasing Department 1700 West Detroit, Broken Arrow, Oklahoma 74012 on or before 3:30 p.m. CST July 22nd, 2014. Bid opening will be July 23rd, 2014 10:30 am at the Broken Arrow Operations Office Building, 485 North Poplar Ave., Conference Room C107.

Proposed base pricing for services may be disclosed at a public meeting to receive and file responses of this and other solicitations, and at the City of Broken Arrow’s City Council Meeting. Purchases or contractual agreements of this nature require the expenditure of public funds and/or use of public facilities; therefore, it should be noted the City of Broken Arrow is subject to the Oklahoma Open Records Act (51 O.S. §24.1A et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by bidders. The successful proposer shall understand, however, that their proposal (including any final contracts) will become public record after its acceptance by the City Council.

Tom Hendrix, Acting City Engineer
City of Broken Arrow
485 North Poplar Ave.
Broken Arrow, OK. 74012
Request for Proposal

The City of Broken Arrow is requesting proposals for the sale and removal of three prefabricated metal buildings. Ownership of the buildings either intact or as scrap will be transferred to the successful bidder.

Facility:
Central on Main Prefabs.
210 N Main, Broken Arrow.
Description of facility: This is a public facility owned and operated by the Broken Arrow School System. The modular/prefabricated buildings were previous class rooms and office space for the School and are now owned by the City of Broken Arrow. Photos of the modular/prefabricated building that are the subject of this RFP are attached.

General:
It is the intent to of this proposal to enter into an agreement for a contractor/vendor to remove and take ownership of three modular/prefabricated buildings and the associated structural steel canopy and framing, HVAC, lighting and plumbing fixtures.

Bidders are to propose a plan to take ownership of and remove the prefabricated buildings and perform sight clean up. Bidder shall provide any and all transportation, equipment, labor, tools and other material necessary to perform services as described in this RFP.

All bid proposals will be reviewed for and should include information on several factors including but not limited to: plan on how they intend to remove buildings, ability to perform the work, safety measures taken and any other relevant information the contractor wishes to provide that may substantiate that their proposal is the most advantageous.

Price for this proposal shall be quoted as either as a debit (The City pays you to remove and take ownership of the buildings, or a credit (The contractor pays the City to remove and take ownership of the buildings).

The City of Broken Arrow will be responsible for removing and capping gas, electric, water, and sewer lines prior to vendor commencing removal operations.

The City of Broken Arrow will obtain permission for the contractor to enter the property for the purpose of this RFP.

Complies with this section    Yes _____ No _____
Permitting:
Contractor will be required to obtain Broken Arrow permits for this project. The City will waive any Broken Arrow permit fees

1. If the structures are to be demolished and removed, a demolition permit will be required. [http://ok-brokenarrow.civicplus.com/DocumentView.aspx?DID=151](http://ok-brokenarrow.civicplus.com/DocumentView.aspx?DID=151)
   1) The contractor must be registered with the City of Broken Arrow.
   2) The landfill to be used must be listed on the application.
   3) Proof of insurance will be required.

2. If the buildings are to be relocated, per municipal ordinance, Sec. 7-300, it must be relocated OUTSIDE Broken Arrow city limits, an oversized load permit will be required. [http://ok-brokenarrow.civicplus.com/DocumentView.aspx?DID=204](http://ok-brokenarrow.civicplus.com/DocumentView.aspx?DID=204)
   1) The contractor must be registered with the City of Broken Arrow.
   2) Proof of insurance and a bond will be required.
   3) Skid-rails must be attached to the top of all loads.
   NOTE: Additional charges may include escort service by the police department.

Other:
All Contractors desiring to take possession and remove the modular/prefabricated buildings are encouraged to become familiar with the site prior to submitting a proposal. The Contractor shall not be relieved from assuming all responsibility for properly estimating the task, value or the cost of performing the services required due to failure of investigating the conditions or becoming acquainted with all services to be performed. Questions concerning inspecting of this site and the buildings, contact Engineering @ 918-259-7000 ext. 5414 or by e-mail at THendrix@brokenarrowok.gov.

The contractor must make all attempts to safe guard surrounding property and to not to damage public property or roadways. The City reserves the right to collect for loss and damages that are incurred by the contractor during the service contract. Damages will be subject to claim by the City under provisions of public liability and the contractor’s insurance policy. **The City’s Minimum Insurance requirements are included in this proposal. Proof of compliance must be included with your proposal.**

The contract shall not be assigned or subcontracted by the contractor in part or whole without the written consent of The City of Broken Arrow.

Complies with this section    Yes _____ No _____

**Bidder Qualifications/Requirements:**
1. The successful contractor must be registered with the City of Broken Arrow.

2. The successful contractor shall provide proof of meeting the City’s minimum insurance requirements.

3. The successful contractor shall furnish a sample agreement for review of terms and conditions.
4. The successful contractor shall provide and maintain a business telephone and working fax where a person can be reached if and when problems occur.

5. The successful contractor shall complete the terms of the agreement to the satisfaction of the City of Broken Arrow Contract Administrator.

6. Upon award, contractor shall provide a schedule of all work to be performed under this agreement before the agreement will take effect.

   Complies with this section  Yes _____ No _____

**Immigration Compliance**
Contractor shall comply with and shall at all times during the term of this Contract, comply in all respects with all immigration-related laws, statutes, ordinances and regulations including without limitation, the Immigration and Nationality Act, as amended, the Immigration Reform and Control Act of 1986, as amended, and the Oklahoma Taxpayer and Citizen Protection Act of 2007 (Oklahoma HB 1804) and any successor laws, ordinances or regulations (collectively, the Immigration Laws”).

   Complies with this section  Yes _____ No _____

**Award of Bid Proposal:**
No award will be made until the City of Broken Arrow has had sufficient time to evaluate the proposals. The City of Broken Arrow reserves the right to contract in the best interest of the City. Any exceptions to, or deviations from, the requirements of this RFP shall be clearly described in the bidders proposal.

The City of Broken Arrow will select a qualified bidder based on the following:
- Vendor qualifications and ability to remove the buildings safely and efficiently;
- Cost/Payment as a: **Debit**  (The City pays vendor to remove and take ownership of the buildings)
  or
  **Credit**  (The vendor pays the City to remove and take ownership of the buildings).
- Time to complete project;
- References provided in the Tulsa/Broken Arrow metropolitan area;
- Proposed agreement.

**Payments/Invoices:**
Invoice or payment shall contain the following information:
1. Invoice number if applicable and Date of Service
2. Description
3. Total price
Invoice or payment shall be submitted to:
City of Broken Arrow
Accounts Receivable
P.O. Box 0610
Broken Arrow, Ok. 74012-0610

In the event this is a credit agreement, the successful contractor shall pay agreed price per the proposal prior to the City giving authorization to remove and take possession of the modular/prefab buildings according to the accepted proposal.

In the event this is a debit agreement, the successful contractor will be issued a purchase order prior to commencement of work. Contractor shall remove and take possession of the modular/prefab buildings according to the accepted proposal prior to submitting an invoice to the City for payment on the issued purchase order.

Complies with this section   Yes _____ No _____

Proposal submitted shall contain the following:

1. Pages 2-5 of this document with section compliance marked either yes or no
2. Pages 6-9 of this document, References, and Affidavits filled out
3. Company’s proposal to remove and take possession of the modular/prefabricated buildings to include scope of work, qualifications, experience, ability to perform, relevant to the services proposed.
4. Sample agreement
5. Proof of insurance (The City’s Minimum Insurance requirements are included in this proposal.)

Complies with this section   Yes _____ No _____

Questions
Contact Engineering Department @ (918) 259-7000 Ext. 7340

End
CLIENT REFERENCES

Organization: __________________________________________________________________________
Address: ______________________________________________________________________________
Contract Person: ____________________________________ Phone: ___________________________
Date of Services: _________________________________________________________________________
Description/Scope of Services: ___________________________________________________________

Organization: __________________________________________________________________________
Address: ______________________________________________________________________________
Contract Person: ____________________________________ Phone: ___________________________
Date of Services: _________________________________________________________________________
Description/Scope of Services: ___________________________________________________________

Organization: __________________________________________________________________________
Address: ______________________________________________________________________________
Contract Person: ____________________________________ Phone: ___________________________
Date of Services: _________________________________________________________________________
Description/Scope of Services: ___________________________________________________________

Organization: __________________________________________________________________________
Address: ______________________________________________________________________________
Contract Person: ____________________________________ Phone: ___________________________
Date of Services: _________________________________________________________________________
Description/Scope of Services: ___________________________________________________________
PROPOSAL AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: __________________________

COUNTY OF: __________________________

__________________________________________________________, of lawful age, being first duly sworn, on oath says: 1. (S)he is the duly authorized agent of ______________________________________, the proposer submitting the competitive offer which is attached to this statement, for the purpose of certifying the facts pertaining to the existence of collusion among proposer and between proposer and city officials or employees, as well as facts to 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 offer to which this statement is attached; 2. (S)he is fully aware of the facts and circumstances surrounding the making of the offer to which this statement is attached and has been personally and directly involved in the proceeding leading to the submission of such proposal; and 3. neither the proposer nor anyone subject to the proposer’s direction or control has been a party: a). to any collusion among proposers in restraint of freedom of competition by agreement to submit an offer at a fixed price or to refrain from submitting an offer, b). to any collusion with any city 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 proposers and any city official concerning exchange of money or other things of value for special consideration in the letting of a contract.

X __________________________________________________________

Subscribed and sworn to before me this _________ day of_____________________ 20________

My Commission Expires: __________________                _______________________________

Notary Public (or Clerk or Judge)

THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND NOTARIZED
INTEREST AFFIDAVIT

The following affidavit is to accompany the proposal:

STATE OF: ________________________________

COUNTY OF: ______________________________

____________________________________________________________, Of lawful age, being first duly sworn, states that s(he) is the agent authorized by the bidder to submit the attached proposal. Affiant further states that no officer or employee of the City of Broken Arrow either directly or indirectly, owns a twenty-five percent (25%) interest in the bidder’s business or such a percentage, which constitutes a controlling interest. Affiant furthers states that the following officers and/or employees of the City of Broken Arrow have some direct or indirect interest in the bidder’s business:

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

____________________________________________________________________________

For purposes of this affidavit, a direct or indirect interest is defined to include any relationship existing on the date of this affidavit, or which previously existed within the past year. Such an interest shall also be defined to include any business relationship between or among the proposed parties to the contract project and also to include any business relationship between the officers and directors of the proposed contracting parties of the project.

X ___________________________________________

Subscribed and Sworn to before me this ___________ day of ________________________ 20_________

My Commission Expires: __________________      _________________________________

Notary Public

THIS PROPOSAL IS INVALID IF NOT SIGNED BY THE PROPOSER AND NOTARIZED
City of Broken Arrow, Oklahoma
Minimum Insurance Amounts

Owners Liability Insurance:

- Comprehensive General Liability (with Broadform GCL endorsement)
  - Per Accident.................................................................$1,000,000.00
  - Bodily Injury, per person............................................. 100,000.00
  - Property Damage, per claimant................................. 100,000.00

Public Liability, Other Than Automobile:

- Personal Injury, per person..............................................$ 100,000.00
- Personal Injury, per accident........................................... 1,000,000.00
- Property Damage, per person.......................................... 100,000.00
- Property Damage, per occurrence................................... 1,000,000.00

Automobile and Truck; Hired and Non-owned:

- Personal Injury, per person..............................................$ 100,000.00
- Personal Injury, per accident........................................... 1,000,000.00
- Property Damage, per person.......................................... 100,000.00
- Property Damage, per accident....................................... 1,000,000.00

Employers Insurance:

- Employees Liability, per accident......................................$ 1,000,000.00
- Comprehensive General liability per accident.................. 1,000,000.00
- Bodily Injury, per accident............................................ 1,000,000.00
- Property Damage, per claimant...................................... 100,000.00

Workmen compensation:

- Legal limits required by the State of Oklahoma
Building Photos