CITY OF BROKEN ARROW

May 6, 2026

Bid Name: Aggregate
Bid Number: 26.154
QuestCDN Number: 10195408
Bid Opening Date: May 27, 2026, at 10:00 am CST
Published in TulsaWorld: May 9, 2026 and May 15, 2026

Aggregate

The City of Broken Arrow is inviting proposals to provide an **Aggregate** in accordance with the terms and conditions detailed herein. Additional annual terms may be granted at the discretion of the City Council.

To participate in the solicitation and review process, please choose using an online bid or mailing in paper bid. You can submit bids online at QuestCDN.com or mail them (see section 13). All mailed bids must arrive no later than Bid Opening Date: May 27, 2026, at 10:00 am CST.

- To participate in this solicitation online, please register as a Planholder at QuestCDN.com. Refer to Exhibit 3 for detailed instructions.
- All QuestCDN forms are fillable, and email notifications will indicate when results are posted. This digital completion process helps prevent any bidding delays. All questions should be posted and answered through QuestCDN.
- Paper bid forms can be accessed on our website at https://www.brokenarrowok.gov/business/bids-contracts.
- QuestCDN provides a bid countdown to indicate the time remaining before the deadline. Late submissions will not be accepted.
- For technical assistance, please contact QuestCDN at 952-233-1632 or email info@questcdn.com.
- If you would like to be at the bidding in person. Please join us at the Purchasing Department/Bidding at 1700 West Detroit St., Broken Arrow, OK 74012.

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 Broken Arrow 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 that all other information provided in your response will be considered proprietary and will not be divulged during the proposal review process. The successful proposer shall understand; however, that portions (potentially all) of their proposal (including any final contracts) will become public record after its acceptance by the City of Broken Arrow City Council.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

Questions or additional information requests should be directed to the City of Broken Arrow
City of Broken Arrow - Purchasing Department
Attention: Blake Dampf, Purchasing Manager
918-259-7000 ext. 7366

PURPOSE: City of Broken Arrow is seeking proposals for the **Aggregate** for the City of Broken Arrow according to the terms and conditions set forth in this Bid Number: 26.154 with QuestCDN Number: 10195408.

1. **CONTRACT AWARD:** The City of Broken Arrow reserves the right to select the most advantageous bid and may award multiple vendors the contract at the discretion of the Broken Arrow City Council.

2. **PERIOD OF CONTRACT PERFORMANCE (Annual contracts only)**: The period of performance for services subject to this solicitation and any resulting contract shall be from award through June 30, 2025, to include at the option of the City of Broken Arrow, one-year annual renewal periods:

   7/1/2026 to 6/30/2027
   7/1/2027 to 6/30/2028
   7/1/2028 to 6/30/2029
   7/1/2029 to 6/30/2030
   7/1/2030 to 6/30/2031

3. **CONTRACT ADMINISTRATOR:** The following individual shall serve as the monitor of the conditions of the contract and shall work directly with the contractor on a regular basis in scheduling and coordinating performance of services, answering technical questions in connection with the scope of work, and providing general direction under the resulting contract: **Curt Poole, Utility Services Manager.**

4. **QUESTIONS REGARDING THE BID**: Questions regarding this bid can be submitted electronically through QuestCDN or via email bdampf@brokenarrowok.gov. To submit a question, log in to your QuestCDN account, locate the project using QuestCDN Number: 10195408, and use the Q&A feature associated with the project listing.

   All questions must be submitted within 24 hours prior to the Bid Opening Date, and you must specifically reference the section of the bid documents in question. Questions received after this deadline may not be addressed.

   Responses to all properly submitted questions will be posted on QuestCDN and distributed to all known Planholders to ensure a fair and transparent process. **Only information provided through QuestCDN's Q&A feature and formal addenda shall be considered official.** Any changes to the bid documents will be issued as written addenda to the solicitation, and no verbal statements or answers will modify the terms or conditions of the bid.

5. **STATEMENT OF NEED:** The contractor shall be capable of providing an **Aggregate** listed in the contractor's BID response, in accordance with the terms and conditions stated herein.

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6. **GENERAL PERFORMANCE TASKS**: The contractor shall be responsible for the following minimum general requirements:

1. 1 ½" Crusher Run
2. 3" Crusher Run
3. 12", 18", & 36" Rip Rap
4. 3/8" Asphalt Chips & ½" Chips
5. 1 ½" Road Rock & 1 ½" Clean
6. Screenings
7. 6" Surge Rock
8. 8" Surge Rock
9. Gabion Stone
10. Asphalt Millings
- Type A Aggregate
- Pugged Aggregate Base Per ODOT Specifications

11. Delivery Cost Per Ton to City Yard at 1700 West Detroit
12. Trailer -- Rip Rap
13. Bobtail -- Rip Rap

7. **INSURANCE:**

7.1. The contractor shall keep in force during the time of the contract policies of insurance in minimum amounts as set forth below or as required by the laws of the State of Oklahoma, not to exceed the maximum amount of the City's liability under the Governmental Tort Claims Act. Public liability and automobile liability (owned, hired and non-owned in the limits) set forth below:

• Personal Injury, each person	$100.000.00
• Personal Injury, each occurrence	$1,000,000.00
• Properly Damage, each person	$25,000.00
• Property Damage, each occurrence	$100,000.00

7.2. Comprehensive Garage Keepers' Liability (including Fire and Theft Coverage on Vehicles and Contents stored by the Contractor at all locations and coverage for damage to towed vehicles regardless of liability of contract) The City of Broken Arrow shall be named as an additional insured on the public liability, automobile liability and garage keeper liability policies. Certificates showing the contractor is carrying the above-described insurance in at least the above-specified minimum amounts shall be furnished to the City prior to the execution of the contract. Said certificate shall further provide that said insurance shall not be canceled by the insurer without the insurer first giving the City at least ten (10) days prior written notice of cancellation.

8. **PERFORMANCE BOND:** The contractor shall furnish the City with a contract performance bond in the amount of Five Thousand Dollars ($5,000.00) guaranteeing the contractor will perform each and every obligation under its contract.

9. **CITY LIABILTY:** Nothing in these specifications or any future agreement, which may be formulated, will bind the City of Broken Arrow for payment of any fees:

10. **HOLD HARMLESS:** The contractor will agree to save and hold the City of Broken Arrow and its employees harmless of and from any and all liability including the cost and defense and attorney's fees which may arise, from damages to towed vehicles, theft of towed vehicles, and items missing from towed vehicles at the time the contractor takes control of the vehicle, the contractor's, the contractor's negligence or from any damage occurring to towed vehicles while the vehicles are in the contractor's possession or control regardless of the contractor's negligence.

11. **AUTHORITY IN CITY COUNCIL:**

- The City Council shall have the authority to award contracts within the purview of this title.
- Responsive and responsible bidder. The contract shall be awarded to the responsive and responsible bidder. In determining the "responsive and responsible bidder" in addition to price, the following factors shall be considered:
- The ability, capacity, and skill of the bidder to perform the contract or to provide the service required.
- Whether the bidder can perform the contract or provide the service promptly or within the

time specified, without delay or interference.

- The character, integrity, reputation, judgment, experience and efficiency of the bidder.
- The quality of performance for previous contracts for service.
- The previous and existing compliance by the bidder with laws and ordinances relating to the contract service.
- The sufficiency of financial resources and ability of the bidder to perform the contract or to provide service.
- The quality, availability, and adaptability of the supplies or contractual services to the particular use required.
- The ability of the bidder to provide for future maintenance and service for the use of the subject of the contract.
- The number and scope of conditions are attached to the bid.
- The ultimate cost to Broken Arrow Citizens.

12. EXCEPTIONS:

All exceptions must be fully explained on a separate page entitled "Exceptions," giving reference to the page and paragraph where the exception is being taken. Failure to comply with this requirement could result in bid item and/or items being rejected at time of delivery. The City reserves the right to waive minor technicalities under these specifications.

13. PROPOSAL SUBMISSION REQUIREMENTS:

Bidders are required to sign all forms in the spaces provided on the "Terms" and "Signature Sheets". Bids are available for submission via online or by mail. Please select option 1: mail or option 2: online.

OPTION 1: MAIL

You can mail bids in a sealed envelope to:

City of Broken Arrow
Attention:
Bidding/Purchasing Secretary
1700 W Detroit St
Broken Arrow, OK 74012

Please make sure the bid name and number are documented in the bottom left corner on the front of the envelope.

OPTION 2: ONLINE

You can submit a bid online via QuestCDN. Please go to QuestCDN.com (see Exhibit 3 for detailed instructions).

- Virtual Bids will be opened online at QuestCDN.com at the scheduled bid opening time.
- All attachments are fillable and submitted digitally.

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- Attachment A – Price Summary Sheet
- Attachment B – Terms & Conditions
- Attachment C – References
- Attachment D – Interest Affidavit
- Attachment E – Proposal Affidavit
- Expired Notary Stamps will not be accepted
- The bid opening will be held virtually and can be accessed via the following link: Virtual Bid Openings
- https://www.brokenarrowok.gov/business/bids-contracts/virtual-bid-openings

14. PROPOSAL AWARD:

City of Broken Arrow will review all proposals and make a recommendation to the Broken Arrow City Council for award to the most advantageous and responsible offeror(s) who submits the proposal that is in the best interest of the City of Broken Arrow. Services may not commence until such approval is obtained.

15. RESERVATION OF RIGHTS:

Contract Administrator or designee may require the removal from contract work of any employee of the contractor who is incompetent, careless, or insubordinate; who appears to be alcohol or drug impaired or otherwise objectionable; whose continued employment is contrary to a consistent good relationship between the parties to this contract; or who poses a safety risk.

16. F.O.B. DESTINATION (If Applicable)

All deliveries shall be F.O.B. Destination, Freight Prepaid. Destination shall mean the receiving dock located at 1700 W. Detroit, Broken Arrow, Oklahoma 74012 or other point specified within the City of Broken Arrow as specified in the purchase order. The City of Broken Arrow assumes no responsibility for goods until accepted at the receiving point in good condition. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by authorized City of Broken Arrow personnel. The successful supplier shall be responsible for filling, processing and collecting all damage claims.

17. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18. TERMS AND CONDITIONS

18.1. DEFINITIONS

- ITB means Invitation to Bid
- Solicitation means an Invitation to Bid
- City means the City of Broken Arrow

18.2. EXPLANATION TO BIDDERS

Bidders who need clarifications shall contact the Purchasing Division or the individual shown on the ITB. Oral explanations or instructions given before bid

opening will not be binding. Any information given to a bidder concerning a solicitation will be provided promptly to all other bidders as an amendment, if that information is necessary in submitting bids or if the lack of it would be prejudicial to other bidders.

18.3. TYPE OF CONTRACT

The purpose of this bid is to establish an agreement for the supply and delivery of aggregate materials required for various municipal projects. The awarded contractor will be responsible for providing high-quality aggregate. The contractor must ensure timely delivery to designated locations, maintain consistent product quality, and comply with all applicable industry regulations and safety standards. The City of Broken Arrow reserves the right to obtain goods or services from an alternate vendor in the event that the awarded vendor is unable to supply, fails to meet the required specifications, delivery timelines, or other performance requirements. Additionally, the City of Broken Arrow reserves the right to use another vendor if continued use of the awarded vendor would be in conflict with the City's purchasing policies, procedures, or applicable laws and regulations.

18.4. PREPARATION OF BIDS

- Bidders are expected to examine the solicitation, instructions, and all amendments. Failure to do so will be at the bidder’s risk.
- Each bidder shall provide the information required by the solicitation. Bids shall be typewritten or written in ink and signed. Penciled bids will not be accepted. The person signing the bid shall initial erasures or other changes.
- Unit price shall be entered on the form provided or a copy thereof.
- Recipients of this solicitation not responding with a bid shall return only the “Statement of No Interest.”

18.5. AMENDMENTS TO INVITATION TO BID

- If this solicitation is amended, then all terms and conditions, which are not modified, remain unchanged.
- Bidders shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment with the bid documents.

18.6. ORAL AGREEMENTS

No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in the ITB or the resulting contract. The Purchasing Division must make all modifications to the contract in writing.

18.7. SUBMISSION, MODIFICATION, OR WITHDRAWAL OF BIDS

- Bids and bid modifications shall be submitted on proper forms and in sealed envelopes or packages addressed to the Purchasing Division, 1700 West Detroit, Broken Arrow, Oklahoma 74012. The outside of the envelope or package shall show the opening date and time, the ITB number, and the name and address of the bidder.
- The Purchasing Division will open sealed bids at the time and place specified.

- Any bid received in the Purchasing Division after the exact time specified for receipt will not be considered.
- Bids may be withdrawn or modified by written notice if received no later than forty-eight hours before the bid opening time and date.
- City of Broken Arrow may reject any or all Bids, in whole or in part.
- A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation for Bid or attempts to limit Bidder's liability to the City.
- A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
- City of Broken Arrow reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
- Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the Purchasing office before the close of business on the Bid Submission Date.

18.8. BID COMPLIANCE

The City of Broken Arrow reserves the right to reject any bid that does not comply with the requirements and specifications of the ITB. A bid shall be rejected when the bidder imposes terms or conditions that would modify requirements of the ITB or limit the bidder's liability to the City.

18.9. EVALUATION AND AWARD

- The City will evaluate all bids submitted in response to this solicitation and will award a contract to the bidder(s) whose proposal is deemed the most advantageous and responsible.
- The City reserves the right to (1) reject any or all bids, (2) accept a bid that is not the lowest, and (3) waive any informalities or minor irregularities found in the bids received.
- The City may choose to accept bids based on individual items, groups of items, or the total bid amount.
- All communications regarding this sealed bid must be directed exclusively to the Purchasing Manager or the Asset Manager. Non-compliance with this directive may result in the rejection of the bid.

18.10. NOTICE OF AWARD

Notice of award letter resulting from this BID will be furnished to the successful bidder and shall result in a binding contract without further action by either party. No additions, deletions or changes of any kind shall be made to this contract without prior written approval of the Director over the Purchasing Division.

18.11. TERMINATION OF CONTRACT

- This contract can be canceled by the supplier for just cause with a thirty (30) day written request and upon written approval from the Purchasing Division.
- The City may cancel with just cause upon written notification to vendor.

- Immediate cancellation shall be administered when violations are found to be an impediment to the function of the City and detrimental to its cause, or when conditions preclude the thirty (30) day notice.
- If this contract is terminated, the City shall be liable only for payment under the payment provisions of this contract for supplies and/or services rendered before the effective date of termination.

18.12. EXTENSION OF CONTRACT

The City may extend the term of this contract up to ninety (90) days if mutually agreed upon by both parties in writing.

18.13. ORDERING

Any supply and/or service to be furnished under this contract shall be ordered with issuance of written purchase orders or other approved means by the City. There is no limit to the number that may be issued. Delivery to multiple destinations may be required. Any order dated prior to expiration of this contract shall be performed. In the event of conflict between a purchase order and this contract, the contract shall have precedence.

18.14. STATE AND FEDERAL TAXES

Purchases by the City of Broken Arrow are not subject to any sales tax or Federal Excise tax. Exemption letters will be furnished upon request.

18.15. CONTRACTOR INVOICES

- The vendor shall be paid upon submission of proper invoices to Accounts Payable, P.O. Box 610, Broken Arrow, Oklahoma 74013 at the prices stipulated on the contract.
- Invoices shall contain the contract number (if applicable) and purchase order number.
- Failure to follow these instructions may result in delay of processing invoices for payment.
- The Company or Corporation bidding shall be the only office authorized to receive orders, invoices and receive payment.
- If the bidder wishes to ship or provide service from a point other than the address listed on the face of the bid, he will furnish a list of these locations.
- No ordering or invoicing will be done at these locations.
- In cases of partial delivery, the City may at its option make partial payment, dependent on the dollar value, or hold all invoices for final delivery to be completed.

18.16. PROMPT PAYMENT DISCOUNTS

Discounts for prompt payment will not be considered in the evaluation of offers; however, any discount offered will be annotated on the award and may be taken if payment is made within the discount period.

18.17. GRATUITIES

The right of the successful bidder to perform under this contract may be terminated by written notice if the Purchasing Division determines that the successful bidder,

or its agent or another representative offered or gave a gratuity (e.g., an entertainment or gift) to an officer, official or employee of the City to obtain a contract.

18.18. BID CONFORMITY

By submitting a response to this solicitation, the bidder attests that the supplies or services conform to specified contact requirements.

18.19. WARRANTY

The successful bidder agrees the products furnished under this contract shall be covered by the most favorable commercial warranties the contractor gives to any customer for such products; and rights and remedies provided herein are addition to and do not limit any rights afforded to the City by any other clause of this contract.

18.20. CONFLICT OF INTEREST

The Invitation to Bid hereunder is subject to the provisions of the Oklahoma Statutes. All supplies must disclose with the bid the name of any officer, director or agency that is also an employee of the City of Broken Arrow or any of its agencies. Further, all suppliers must disclose the name of any City Official or City Employee who owns, directly or indirectly, any interest of twenty-five percent (25%) or more in the supplier's firm or any branches.

18.21. PATENTS AND ROYALTIES

- The supplier, without exception, shall indemnify and save harmless the City of Broken Arrow and its employees from liability of any nature or kind, including cost and expense for or on account of any copyrighted, patented, or process, or article manufactured or used in the performance of the contract including its use by the City of Broken Arrow.
- If the supplier uses any design, device or materials covered by letters, patent, copyright, it is mutually agreed and understood without exception that the bid prices shall include all royalties or costs arising from such design, device, or materials in any way involved in the work.

18.22. CONTRACTOR IMMIGRATION COMPLIANCE

- has complied, 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"); and
- has properly maintained, and shall at all times during the term of this Contract, maintain any and all employee records required by the U.S. Department of Homeland Security ("DHS"), including, without limitation, properly completed and maintained Form I-9s for each of the Contractor's employees; and

- has verified the employment eligibility for all employees hired on or after July 1, 2008, through DHS's E-Verify system, and shall at all times continue to verify the employment eligibility of all employees hired during the term of this Contract; and
- has required, and will at all times during the term of this Contract, require any sub-contractor utilized, hired or sub-contracted for by Contractor for the completion or undertaking of any duties, tasks or responsibilities under this Contract, to comply the requirements and obligations imposed by the Immigration Laws and set forth in Paragraph (I), parts (a), (b) and (c), above, with regards to each of the sub-contractor's employees.

18.23. **CONTRACTOR WILL INDEMNIFY**, defend and hold harmless City against any loss, cost, liability, expense (including, without limitation, costs and expenses of litigation and reasonable attorney's fees) demands, claims, actions, causes of action, liabilities, suits, damages, including special and consequential damages that arise from or in connection with, directly or indirectly, Contractor's failure, deliberate or negligent, to fulfill its obligations and representations regarding verifying the employment eligibility of its employees and the employees of any subcontractor utilized by Contractor as set forth more fully in Paragraph I.

EXHIBIT 1

CITY HOLIDAYS

New Year's Day	Labor Day
Martin Luther King Day	Veteran's Day
Presidents' Day	Thanksgiving
Good Friday	Friday after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day

EXHIBIT 2

CITY OF BROKEN ARROW, OKLAHOMA MINIMUM INSURANCE AMOUNTS

Owners Liability Insurance:

Comprehensive General Liability (with Broad form 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

EXHIBIT 3

ONLINE INSTRUCTIONS TO USE (FREE TO REGISTER AND APPLY)

To use QuestCDN for bidding, start by registering or logging into your account. Find the desired project by searching for its project number, then download the bid documents. Fill out any required forms and upload them. Utilize the VirtuBid tool to submit your bid online, ensuring you have an Online Bid ID code and have accepted the terms of use.

Here's a more detailed breakdown:

1. Registration and Login:

- If you're new to QuestCDN, register for a regular membership at QuestCDN.com.
- Log into your QuestCDN account using your username and password.

2. Finding and Downloading Project Documents:

- Enter the QuestCDN Number: 10195408 number in the search box and click “Search”.
- Click the underlined project title to open the bid advertisement.
- Click "Download Bid Documents" on the green bar at the top of the bid advertisement.
- Save the downloaded PDF files to your computer.

3. Downloading and Filling Out Required Forms:

- Download any required forms from the project documents.
- Fill out the forms completely and accurately.
- If the project requires it, upload the completed forms back to the project.

4. Using VirtuBid:

- To use VirtuBid, click the "On-Line Bid" button (you may need to refresh the page after downloading documents).
- Fill out the qualification tab and any other required information.

5. Submitting Your Bid:

- Online Bid ID Code: Ensure you have an Online Bid ID code, which is your digital signature. You can find or add this code in your "My Account" section on QuestCDN.
- Submit Bid Button: Click the "Submit Bid" button.
- Online Bid ID Code: Enter your Online Bid ID code.
- Terms of Use: Check the "I Agree" box to accept the QuestCDN Terms of Use for Bidders.
- Submit Button: Click the "Submit" button at the bottom of the page to submit your bid.
- Re-submission: You can re-submit your bid at any time before the bid closing date, according to Isanti County.

6. Understanding Error Messages:

- After submitting your bid, the system verifies all requirements that are met.
- If there are errors, the system will display a "Bid Not Submitted" message with specific reasons, such as missing bid bond information or required addenda.
- Review the error messages and correct any issues before re-submitting.

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:_____

ATTACHMENT A - PRICING SUMMARY

RATES AND CHARGES

Note: Pricing is to remain firm while contract is in effect

Rates & Charges:

1 TON 1 ½" Crusher Run	**$**_____
1 TON 3" Crusher Run	**$**_____
1 TON 12", 18" & 36" Rip Rap	**$**_____
1 TON 3/8" Asphalt Chips & 1/2" Chips	**$**_____
1 TON 1 ½" Road Rock & 1 1/2 " Clean	**$**_____
1 TON Screenings	**$**_____
1 TON 6" Surge Rock	**$**_____
1 TON 8" Surge Rock	**$**_____
1 TON Gabion Stone	**$**_____
1 TON Asphalt Millings	$_____
1 TON Type A Aggregate	$_____
1 TON 3" Crusher Run	$_____
1 TON Pugged Aggregate Base Per ODOT Specifications	$_____

Delivery Cost Per Ton to City Yard, 1700 West Detroit

Trailer $ _____ **Rip Rap $** _____

Bobtail $_____ **Rip Rap $** _____

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BIDDERS NAME:_____

ATTACHMENT B - TERMS AND SIGNATURE SHEET

In compliance with this invitation for Bid Number: 26.154 and subject to all conditions thereof, the undersigned offers and agrees to furnish any or all items and/or services upon which prices are quoted, at the price quoted as specified.

My signature certifies that the accompanying bid is not the result of or affected by any act of collusion with another person or company engaged in the same line of business or commerce, or any act of fraud punishable under Federal, State, or City Law. Furthermore, I understand that fraudulent and collusive bidding is a crime under Federal, State, and City Law and can result in fines, prison sentences, and civil damage awards. I hereby certify that I am authorized to sign this bid for the bidder.

If you desire not to bid on this Invitation, forward your acknowledgement of "No Bid". Return of only the "Statement of No Interest Sheet" with authorized signature and indicate the reason for "No Bid". Failure to comply may be cause for removal of your company's name from the bid list for the subject commodity and/or service.

Complete Legal Name of Bidder:_____

Date: _____

Company Name: _____

Address: _____

_____

City State Zip Code

Email: _____

X_____ Official Title: _____

Please print or type name clearly: _____

Telephone: _____ Fax Number: _____

Federal Tax ID Number: _____

Subscribed and sworn to before me this _____day of _____20____

My Commission Expires: _____ _____

Notary Public (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:_____

ATTACHMENT C - REFERENCES

Provide a listing of at least three (3) references, preferably school districts but certainly companies of similar size/volume, for whom you have provided these services within the last three (3) years.

Contact Name: _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

Contact Name: _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

Contact Name: _____

Telephone: _____

Contact Name: _____ Title: _____

Address: _____

_____

City State Zip Code

Email Address: _____

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:_____

ATTACHMENT D - 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 (or Clerk or Judge)

THIS BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT

BIDDERS NAME:_____

ATTACHMENT E - 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 BID IS INVALID IF NOT SIGNED AND NOTARIZED BY AN AUTHORIZED AGENT