



**Invitation For Bid TAC 445F
Vegetation Establishment and Maintenance
Streets and Stormwater
Issued: February 6, 2020**

**City of Tulsa,
Oklahoma**
Page 1 of 27

NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

BID # TAC 445F

DESCRIPTION: Vegetation Establishment and Maintenance

(Commodity Code(s): 988-52; 959-17; 998-52)

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

City of Tulsa-Purchasing Division
175 East 2nd Street, Suite 575
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday, March 4th, 2020, and delivered to:
City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103

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

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

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

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

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



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SUMMARY SHEET

Project Buyer

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

Donny Tiemann
dtiemann@cityoftulsa.org
Include **TAC 445F** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC 445F** on the subject line of the email. You will receive an email response verifying your notice of intent to bid was received. This same procedure should be followed to request clarification, in writing, of any point in the IFB. Bidders are encouraged to contact the Project Buyer by email if there is anything in these specifications that prevents you from submitting a Bid, or completing the Bid Packet.

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

Issuing of Addenda

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

Pre-Bid Conference

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

Date: February 19, 2020 Time: 2:00 PM
Location: 175 East 2nd Street OTC Building, 3rd Floor North Presentation Room # 03-317, Tulsa Ok 74103

Or

Date: February 20, 2020 Time: 2:00 PM
Location: 175 East 2nd Street OTC Building, 10th Floor South Conference Room, Tulsa Ok 74103

 X Attendance at the one of the Pre-Bid Conferences is required to submit a Bid; however, Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details 48 hours prior to the pre-bid meeting).

 Attendance is not required to submit a Bid.

Bid Packet Submission

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

 Electronic USB Copy also required.

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

Bid Opening

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



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**FORM #1
BIDDER INFORMATION SHEET**

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

State of Organization: _____

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

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

Bidder's Address: _____
Street City State Zip Code

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

Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____

Legal or Alternate Sales Contact:

Name: _____

Street: _____

City: _____

State: _____

Phone: _____

Fax: _____

Email: _____



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

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

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

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

WITNESSETH:

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

TAC 445F VEGETATION ESTABLISHMENT AND MAINTENANCE

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

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

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

- Documents Comprising the Agreement.** The Bid Packet includes the Notice of Invitation to Bid, the Summary Sheet, Form #1, Form #2, Form #3, Form #4, Form #5, Form #6, the Instructions, Terms and Conditions for Bidders, the Special Requirements, the Technical Specifications, Exhibit A and any addenda or amendments to the Bid Packet. The Bid Packet is incorporated herein by this reference. In the event of conflicting or ambiguous language between this Purchase Agreement and any of the other Bid Packet documents, the parties shall be governed first according to this Purchase Agreement and second according to the remainder of the documents included in the Bid Packet. Seller may submit as part of its Bid additional materials or information to support the Bid. Additional materials or information submitted by Seller which are not ambiguous and which do not conflict with this Purchase Agreement or the other Bid Packet documents are incorporated herein by this reference.
- Purchase and Sale.** Seller agrees to sell City the Goods and/or Services for the price and upon the delivery terms set forth in Exhibit A hereto. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of goods or services priced by unit, or (b) the total price for a stated quantity of goods or services, upon (i) delivery of the Goods and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.
- Irrevocable Offer.** Seller understands and acknowledges that its signature on this Agreement constitutes an irrevocable offer to provide the Goods and/or Services. There is no contract unless and until City's Mayor/Mayor Pro Tem executes this Agreement accepting Seller's Bid. No City officer, employee or agent except the Mayor (or Mayor Pro Tem) has the authority to award contracts or legally obligate the City to any contract. Seller shall not provide any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City. If Seller provides any Goods and/or Services to City pursuant to this Agreement before this Agreement is executed by City, such Goods and/or Services are provided at Seller's risk and City shall have no obligation to pay for any such Goods and/or Services.
- Term.** The term of this Agreement shall be effective commencing on the date of execution of this Agreement by the Mayor/Mayor Pro Tem of the City of Tulsa and terminating one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement for 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. The continuing purchase by City of the Goods and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which such Goods and/or Services are purchased. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement shall be null and void without further action by City.
- Warranties.** Seller shall assure that the Goods and/or Services purchased hereunder are covered by all available and applicable manufacturers' warranties for such Goods and/or Services. Seller expressly agrees that it will be responsible for performing all warranty obligations set forth in the Technical Specifications for the Goods and/or Services covered in this Agreement. Seller also warrants that the Goods and/or Services will conform to the Technical Specifications and Special Requirements, and further warrants that the Goods and/or Services shall be of good materials and workmanship and free from defects for either a minimum of one (1) year from the date of Acceptance or installation by City, whichever is later, or as **specified in the Technical Specifications**, whichever is later. In no event shall Seller be allowed to disclaim or otherwise limit the express warranties set forth herein.
- Warranty Remedies.** City shall notify Seller if any of the Goods and/or Services fails to meet the warranties set forth above, and Seller shall promptly correct, repair or replace such Goods and/or Services at Seller's sole expense. Notwithstanding the foregoing, if such Goods and/or Services shall be determined by City to be defective or non-conforming within the first thirty (30) days after the date of Acceptance by City, then City at its option shall be entitled to a complete refund of the purchase price and, in the case of Goods, shall promptly return such Goods to Seller. Seller shall pay all expenses related to the return of such Goods to Seller.



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7. **Seller Bears Risk.** The risk of loss or damage shall be borne by Seller at all times until the Acceptance of the Goods or Services by City.
8. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement and the documents incorporated herein. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
9. **Indemnification by Seller.** Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.
10. **No Insurance by City.** If City is leasing Goods herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
11. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of contract terms or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
12. **Non-Responsive Bids.** Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that its Bid may be rejected as non-responsive. Furthermore, if City accepts Seller's Bid and awards a contract to Seller based on such Bid, City shall not be bound to any exceptions, changes or additions made by Seller, and any terms and conditions added by Seller which are not expressly agreed to by City in writing will be void and of no force and effect and the parties will be governed according to the document precedence set forth in Section 1 above.
13. **Compliance with Laws.** Seller shall be responsible for complying with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
14. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If this Agreement is so terminated, City shall be liable only for payment for Goods accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
15. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. If the IFB provides that Seller may include a price escalation provision in its Bid, Seller's price escalation provision will be evaluated by City as part of Seller's Bid price when awarding the Bid.
16. **Right to Audit.** The parties agree that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Goods and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. Seller is required to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three year period, the records shall be maintained for three years after the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.
17. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement shall be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the addresses specified below.
- i. To Seller: _____
- To CITY: _____
- City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103
- With a copy to: _____
- Donny Tiemann, Buyer**
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103
18. **Relationship of Parties.** The Seller is, and shall remain at all times, an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller shall be deemed to be employees of the City for any purpose whatsoever, and none shall be eligible to participate in any benefit program



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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 shall be construed to create a partnership, joint venture, or agency relationship among the parties. No party shall have any right, power or authority to act as a legal representative of another party, and no party shall have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.

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



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IMPORTANT NOTE: This document must be signed by the proper person as set forth in Instructions, Terms and Conditions for Bidders, paragraph 4. 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: _____

Company Name/Address [Please Print] Address City State Zip Code

() - () -
Telephone Number Fax Number Email Address

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

ATTEST:

By: _____
Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney



**CITY OF
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**FORM #3
INTEREST AFFIDAVIT**

STATE OF _____)

)ss.

COUNTY OF _____)

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

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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**FORM #4
NON-COLLUSION AFFIDAVIT**

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

STATE OF _____)

)ss.

COUNTY OF _____)

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

1. I am the authorized agent of Seller herein for the purposes of certifying facts pertaining to the existence of collusion between and among Bidders and municipal officials or employees, as well as facts pertaining to the giving or offering of things of value to government personnel in return for special consideration in the letting of any contract pursuant to the Bid to which this statement is attached.
2. I am fully aware of the facts and circumstances surrounding the making of Seller's Bid to which this statement is attached, and I have been personally and directly involved in the proceedings leading to the submission of such Bid; and
3. Neither the Seller nor anyone subject to the Seller's direction or control has been a party:
 - a. to any collusion among Bidders in restraint of freedom of competition by agreement to Bid at a fixed price or to refrain from Bidding,
 - b. to any collusion with any municipal official or employee as to quantity, quality, or price in the prospective contract, or as to any other terms of such prospective contract, nor
 - c. in any discussions between Bidders and any municipal official concerning exchange of money or other thing of value for special consideration in the letting of a contract.

By: _____
Signature

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

County & State Where Notarized: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #5

AFFIDAVIT OF CLAIMANT

STATE OF _____

COUNTY OF _____

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

By: _____
Signature

Name: _____

Company: _____

Title: _____

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

Notary Public

My Commission Expires: _____

Notary Commission Number: _____

The Affidavit must be signed by an authorized agent and notarized



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FORM #6

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS

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

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

Sign Here ►

Printed Name: _____

Title: _____

Date: _____



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INSTRUCTIONS, TERMS AND CONDITIONS FOR BIDDERS

1. **PURCHASING AUTHORITY.** City issues this Invitation For Bid pursuant to Tulsa City Charter, Art. XII, §14 and Tulsa Revised Ordinances, Title 6, Ch. 4, the provisions of which are incorporated herein.
2. **DEFINITIONS.** The following terms have the following meanings when used in the documents comprising this Bid Packet.
 - A. **"Acceptance"** with respect to a Bid shall mean the City's selection of a Bid, and award of a contract to the Bidder/Seller.
 - B. **"Acceptance"** with respect to delivery of Goods and/or Services provided under a Purchase Agreement shall mean City's written acknowledgement that Seller has satisfactorily provided such Goods and/or Services as required.
 - C. **"Addenda" "Addendum" or "Amendment(s)"** shall mean a clarification, revision, addition, or deletion to this Invitation For Bid by City which shall become a part of the agreement between the parties.
 - D. **"Authorized Agent"** means an agent who is legally authorized to bind the Seller under the law of the State in which the Seller is legally organized. An Authorized Agent must sign all documents in the Bid Packet on behalf of the Seller. Under Oklahoma law, the Authorized Agent for each of the following types of entities is as stated below:
 - **Corporations** – the president, vice president, board chair or board vice chair can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent corporate secretary's certificate indicating the authority is still valid.
 - **General Partnerships** – any partner can sign to bind all partners.
 - **Limited Partnerships** – the general partner must sign.
 - **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
 - **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
 - **Limited Liability Company (LLC)** – The manager as named in the Operating Agreement can sign. Any person authorized by the Operating Agreement or a member can sign providing the person submits a copy of the authorization with a certificate of the members indicating the authorization is still valid.Entities organized in States other than Oklahoma must follow the law of the State in which they are organized.
 - E. **"Bid"** means the Seller's offer to provide the requested Goods and/or Services set forth in Exhibit A and any additional materials or information the Seller chooses to submit to support the Bid.
 - F. **"Bidder"** means the legal entity which submits a Bid for consideration by City in accordance with the Invitation For Bid.
 - G. **"Bid Packet"** consists of the following documents (1) the Notice of Invitation for Bid, (2) the Summary Sheet, (3) Form #1, (4) Form #2, (5) Form #3, (6) Form #4, (7) Form #5, (8) Form #6, (9) the Instructions, Terms and Conditions for Bidders, (10) Special Requirements, (11) Technical Specifications, and (12) Exhibit A.
 - H. **"Bid Submission Date"** shall mean the last date by which the City will accept Bids for an Invitation For Bid.
 - I. **"City"** shall mean the City of Tulsa, Oklahoma.
 - J. **"Days"** shall mean calendar days unless specified otherwise.
 - K. **"Primary Seller"** shall mean the Seller whose Bid City selected as the principal supplier of the Goods and/or Services required under this Agreement.
 - L. **"Project Buyer"** shall mean the City's employee assigned to serve as the contact person for Bidders/Sellers responding to Invitations For Bid or completing contracts herein.
 - M. **"Purchasing Division or Office"** shall mean the City of Tulsa's Purchasing Division, located at 175 East 2nd Street, Suite 865, Tulsa, Oklahoma 74103
 - N. **"Secondary Seller"** shall mean the Seller whose Bid City selected as a back-up supplier in the event the Primary Seller is unable to provide all the Goods and/or Services required.



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O. "Seller" shall mean the Bidder whose Bid City selected and awarded a contract.

P. "You" or "Your" shall mean the Bidder responding to this Invitation For Bid or the Seller whose Bid the City selected and awarded a contract.

Q. "Website" shall mean the City of Tulsa's website for the Purchasing Division: www.cityoftulsapurchasing.org.

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

- 10. TAXES.** City is exempt from federal excise and state sales taxes and such taxes shall not be included in the Bid prices.



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11. **BID SUBMISSION.** The Bid Packet forms must be prepared in the name of Bidder and properly executed by an Authorized Agent with full knowledge and acceptance of all provisions, in ink and notarized. Bids may not be changed or withdrawn after the deadline for submitting Bids (the "Bid Submission Date"). A Bid is an irrevocable offer and when accepted by City (as evidenced by City's execution of the Purchase Agreement) shall constitute a firm contract.
- A. **BIDS MUST BE SUBMITTED ONLY ON THE BID PACKET FORMS AND SIGNED BY AN AUTHORIZED AGENT. THE ENTIRE BID PACKET MUST BE RETURNED AS RECEIVED WITH ALL FORMS COMPLETED. YOU MAY ATTACH, AFTER EXHIBIT A, ANY DOCUMENTS NECESSARY TO COMPLETELY AND ACCURATELY RESPOND TO THE REQUEST. BIDS MUST BE IN STRICT CONFORMANCE WITH ALL INSTRUCTIONS, FORMS, AND SPECIFICATIONS CONTAINED IN THIS BID PACKET.**
 - B. Sealed Bids may be either mailed or delivered, but must be received at:
City of Tulsa – Office of City Clerk
175 East 2nd Street, Suite 260
Tulsa, Oklahoma 74103
 - C. Bids will be accepted at the above address from 8:00 a.m. to 5:00 p.m., Monday thru Friday except for City holidays. City is not responsible for the failure of Bids to be received by the City Clerk's Office prior to the due date and time.
 - D. Late Bids will be **rejected**. The Purchasing Agent, in his sole discretion, may make exceptions only for the following reasons:
 - 1. City Hall closed for business for part or all of the day on the date the response was due;
 - 2. If the City deems it appropriate due to large-scale disruptions in the transportation industry that may have prevented delivery as required.
 - 3. If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.
 - E. **City will not accept faxed Bids**, nor will City accept Bids faxed to the City Clerk, Purchasing Division or Office, or any other City office or employee.
 - F. City is not responsible for any of your costs in preparing the Bid response, attending a pre-Bid conference, or any other costs you incur, regardless of whether the Bid is submitted, accepted or rejected.
 - G. All Bids must be securely sealed and plainly marked with the Bid Number, Bid Title, and Bid Opening Date on the lower left corner of the outside of the Bid envelope. Your name and address must also be clearly indicated on the envelope.
 - H. If submitting multiple options ("Option(s)") to the Invitation for Bid, each will be considered separately requiring each response to be complete and accurate. Each Option must be clearly marked as Option 1 of 3, Option 2 of 3, etc.
 - I. The number of copies you must submit is listed on the Summary Sheet in the front of the Bid Packet. However, at a minimum, there will be (1) an original, clearly labeled as such in 1" red letters on the Bid Packet cover page, and (2) a copy for City's Purchasing Division, clearly labeled as such in 1" red letters on the Bid Packet cover page. If binders are used, they must also be labeled.
 - J. Multiple boxes or envelopes are permissible, but must not weigh more than 50 pounds. Each box must be labeled as instructed herein and numbered (i.e., Box 1 of 3; Box 2 of 3). **The original must be in Box #1.**
 - K. The original and all copies (either paper or electronic) must be identical in all respects. Bids must be completed and submitted in ink or typewritten. Bids written in pencil will be rejected. Any corrections to the Bids must be initialed in ink.
12. **BID REJECTION OR WITHDRAWAL.**
- A. City may reject any or all Bids, in whole or in part.
 - B. **A Bid may be rejected if it contains additional terms, conditions, or agreements that modify the requirements of this Invitation For Bid or attempts to limit Bidder's liability to the City.**
 - C. A Bid may be rejected if Bidder is currently in default to City on any other contract or has an outstanding indebtedness of any kind to City.
 - D. City reserves the right to waive any formalities or minor irregularities, defects, or errors in Bids.
 - E. Bid withdrawal may only be accomplished by an Authorized Agent requesting the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.
13. **BID RESULTS.** A tabulation of Bids received will be made available on the City's Purchasing Division website generally within 5 working days after the Bid Opening Date. After a contract award is recommended to the Mayor, a copy of the Bid summary will be available in the City Clerk's Office. Bid results are not provided in response to telephone or email inquiries.
14. **PURCHASE ORDER.** In the event that the Seller Bid is for an amount less than One Hundred Thousand Dollars (\$100,000), and it is determined by the City to be in the best interests of the City, the City, in its sole discretion, may issue a Purchase Order rather than execute the Purchase Agreement to purchase the Goods. If a Purchase Order is issued, however, the terms of the Bid Packet documents, including the Purchase Agreement, will govern the transaction and be enforceable by the City and Bidder/Seller.



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15. **CONTRACT AWARD.** If a contract is awarded, it will be awarded to the Bidder that City determines is the lowest secure Bidder meeting specifications. Such Bid analysis will consider price and other factors, such as Bidder qualifications and financial ability to perform the contract, as well as operating costs, delivery time, maintenance requirements, performance data, history of contract relations with City, and guarantees of materials and equipment, as applicable. A complete list of the factors that are considered is set forth in Tulsa Revised Ordinances, Title 6, Ch. 4, §406E. Unless otherwise noted, City reserves the right to award a contract by item, one or more groups of items, or all the items in the Bid, whichever is in City's best interest.
16. **IRS FORM W-9.** If City selects your Bid and awards a contract to you, you will have ten (10) days from notification of the award to provide City with your complete IRS Form W-9.
17. **NOTICE TO PROCEED.** If City accepts your Bid and executes the Purchase Agreement, you shall not commence work until authorized to do so by the Purchasing Agent or his representative. Receipt of a Purchase Order from the City is notice to proceed.
18. **PAYMENTS.** Invoices should be e-mailed to City of Tulsa – Accounts Payable at:

apinvoices@cityoftulsa.org

Payment will be made Net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Goods and/or Services, whichever is later, unless City decides to take advantage of any prompt payment discount included in the Bid.

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SPECIAL REQUIREMENTS

1. **Irrevocable Offer Period.** You understand and acknowledge that the offer submitted as your Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until **365 days** after the Bid Opening Date.

2. **General Liability/Indemnification.** You shall hold City harmless for any loss, damage or claims arising from or related to your performance of the Purchase Agreement. You must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Purchase Agreement. You agree to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Goods, Services, labor, or materials furnished by you or your subcontractors under the provisions of the Bid Packet documents.

3. **Liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Bidder shall deliver all goods to City free and clear of liens. Delivery by Seller to City of goods which are subject to liens under the Purchase Agreement shall be a material breach of the Purchase Agreement and all damages and costs incurred by City as a result of the existence of such liens shall be paid to City by Seller. At City's option, City may return such goods to Seller and Seller shall pay the cost of returning such goods and reimburse City for any payments made for such goods.

4. **Insurance.** If checked "Yes," the following insurance is **required**: **Yes: X No:**

Seller and its subcontractors must obtain at Seller's expense and keep in effect during the term of the Purchase Agreement, including any renewal periods, policies of General Liability insurance in the minimum amounts set forth below and Workers' Compensation insurance in the statutory limits required by law.

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

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

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

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

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

5. **Bonding.**

A. **Bid Bond.** If the box is checked "Yes," the Bid Bond is **required**:

Yes: No: X

B. **Performance Bond.** If the box is checked "Yes," the Performance Bond is **required**:

Yes: No: X



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Tulsa**
A New Kind of Energy.

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6. **References.** If the box is checked "Yes," References are required (3):

Yes: X

No: _____

7. **Purchase Card:** Is the City of Tulsa Purchasing Card acceptable (This is a Visa):

Yes: _____

No: _____

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

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

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

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



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TECHNICAL SPECIFICATIONS

INTENT:

It is the intent of this agreement to secure a seller for the planting and long-term establishment of landscape plant material and maintenance of established vegetation areas including, but not limited to trees, shrubs, flowering annuals, ground covers and aquatic plants on City property such as, but not limited to street and highway right-of-way, City owned facilities, and/or as directed by City of Tulsa personnel. This agreement may be used on private property for replacement of materials damaged during the completion of routine or emergency work by City personnel.

All plants and planting material will be installed on a per hour basis. Planting material will include, but is not limited to stakes, wire, tree wrap, steel edging, mulch, and plant containers. Labor will be bid on a per hour basis. At the time of need, the City will select any plants or planting material to be used for the job at hand, and expects the Seller to pick up, deliver, install and invoice the City for both the labor and the materials. The City reserves the right to supply the plants. *There is to be no mark-up on any of the materials used when the City of Tulsa supplies the materials.*

All plants will be planted according to the attached specifications. Planting must begin within 14 calendar days from notice to begin and be completed within 5 week days (Mon–Fri) unless otherwise agreed upon in writing by both City Representative and the Seller. All other maintenance activities will begin within 5 week days (Mon–Fri) of notice to begin unless otherwise agreed upon in writing by both the City Representative and the Seller. All time standards will be agreed upon before work is commenced.

This agreement will include the maintenance of plantings and other areas to include but not be limited to:

- Watering of planting beds and trees.
- Pruning and trimming of trees and shrubs.
- Weeding, cultivation and cleaning of landscape beds and tree wells.
- Application of soil, soil amendments, mulch, fertilizers, insecticides and herbicides.
- Weed eating along fence lines and around obstacles in areas designated by the City Representative.
- Removing woody growth from fence lines and around other structures and treating the stumps with herbicide to prevent future re-growth.
- Policing and removing litter from areas designated by the City.
- Emptying litter receptacles and disposing of waste.
- The City will pay for the cost of the water, but all watering apparatus must be supplied by the seller – the City may elect to provide a fire hydrant meter to obtain water.

SPECIFICATIONS:

The Seller must be licensed in the State of Oklahoma for the application of pesticides, fungicides and herbicides and only a specialist licensed in the State of Oklahoma shall apply pesticides, fungicides, herbicides or fertilizers. **A copy of all licenses must be on file with the City representative and must be submitted at time of bid.** Manufacturer's literature for any fertilizer, pesticide, herbicide or fungicide proposed for use must be submitted to City representative for written approval before use and be available to the public at the worksite. Any fertilizer, pesticide, herbicide or fungicide approved for use must be made available for inspection and testing by the City or Oklahoma Department of Agriculture upon request. Pesticide application records shall be kept in accordance with Oklahoma State Statute §2-3-83, Keeping of Records. Copies of application records shall be provided to the City of Tulsa representative requesting the application. See Attachment # 1.

During this Agreement the Seller shall replace any items (i.e. trees, shrubs, turf, grading, paving, railings, irrigation, fence, etc.) damaged by the Seller's personnel and/or operations at no cost to the City. Manufactured replacement items shall be the same type and manufacturer of the damaged item or substitute approved by the City representative. Damaged turf areas shall be repaired with solid slab sod and all sod must be watered in, rolled, and watered regularly until established. Trees and shrubs shall be replaced with the same size, type and quality as the damaged plant. Plant material that is replaced because of damage shall be warranted for a full year. All repairs and replacements shall meet with the City's satisfaction and approval and must be completed within five working days from notification in writing by City representative.

The following procedure shall be followed after the Agreement has been executed by the mayor:

All vehicles to be used by Seller in performance of work under this project shall bear signs with the following wording:

COMPANY NAME
Contractor for City of Tulsa
Vegetation Establishment and Maintenance

The signs shall be posted in conspicuous location, one on each side of the truck, as a minimum. Signs and lettering shall be of a size



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which may be read from a distance of 50 feet. Signs must be approved by City's representative prior to commencement of work. All Seller's employees must have company identification with them such as identification badges verifying employment by the Seller.

PAYMENT PROCEDURE:

Payment for plantings will be made at the completion of the project, unless other arrangements are made in writing. Invoices for payment must include plant and material invoices and work reports documenting all activities performed by labor hours and work locations.

Invoices for maintenance will be paid on a monthly basis and will include a detailed and itemized log of all maintenance performed during the previous month along with invoices for any material used. This report and invoice will be due on the first working day of the month following the month the work was accomplished. Payment to the seller will be withheld until this report is received.

WORK NOTIFICATION BY SELLER:

Seller will notify City Representative 24 hours prior to conducting any work activity unless routine schedules have been previously agreed to in writing.

AUTHORIZATION FOR WORK:

Projects are to be quoted prior to performing work.

All work conducted under this Agreement must be authorized by a City representative.

Before work on this Agreement can begin, Seller must submit proof of compliance with the following agreement terms:

"Seller certifies that it and all of its subcontractors to be used in the performance of this Purchase Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System."

SECONDARY OR BACK-UP SOURCE:

The City reserves the right to purchase from a secondary or back-up source to be used in the event of failure of the primary source(s) ability to supply the full needs of the City.

The Seller will make a concerted effort to meet the City's needs on a daily basis. The Seller will give the City as much advance notice as possible whenever its unable to perform the services required.

SUBCONTRACTORS:

The work may not be sub-contracted to any other company or individual without requesting such in writing and receiving prior written consent from the City's Streets and Stormwater Department, surface drainage/vegetation management section representative.

Any sub-contractor permitted will have the same insurance, licensing and all other requirement of these specifications as the Seller.

PRE-BID CONFERENCE:

Attendance at pre-bid conference is mandatory. The City believes it is advisable for all potential bidders to attend to familiarize themselves with existing site conditions. Failure of potential bidders to familiarize themselves with site conditions will not be an allowable reason for an increase in agreement costs.

EXPERIENCE AND QUALIFICATIONS:

1. The bidder shall provide the following with the bid packet or the bid shall be rejected:

- a) Bidder must have at least 3 years of experience in landscape installation and maintenance.
Some form of Documentation must be provided to confirm this.
- b) Bidder must be licensed with the State of Oklahoma to apply pesticides and must be licensed in **Cat. 3** – Ornamental and Turf, **Cat.5**–Aquatic, and **Cat.6**– Right of Way.
A Copy of Bidder's pesticide application license(s) must be provided.
A Copy of certified applicator license showing the categories in which certified must be provided.



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- c) Supervisory personnel used in the execution of this Agreement will have a minimum of 3 years applying pesticides and be fully licensed under the Department of Agriculture and be thoroughly familiar with State and Federal laws governing the application of pesticides.
A List of all employees or subcontractors of the seller that will be working on this project; including their name, position, years of landscaping experience and years of pesticide application experience must be provided.
Anytime a new employee or subcontractor is added to the project, the City must be given his (her) name.
- d) Bidder must have a minimum of five experienced employees available to work on this Agreement.
- e) Bidder must possess or be able to rent the necessary equipment needed to perform the work under this Agreement.
A list of the equipment that will be utilized on this Agreement must be provided for evaluation.

AWARD OF BID:

Award of Bid will be to the lowest secure bidder meeting minimum requirements.

SPECIFICATIONS FOR TREE PLANTING:

SELLER SHALL:

- 1) Prune all damaged or dead wood prior to planting
- 2) dig hole twice as wide as the root ball and shallow enough so ¼ of the root ball is above soil grade
- 3) Scarify sides of the planting pit to avoid glazing
- 4) Set root ball on the center, on the bottom of the hole
- 5) Cut twine or cord and pull burlap and wire from the top ¼ of the root ball
- 6) Backfill with existing soil. Remove rocks and other inorganic materials 1 ½" dia or greater. Add soil amendment at this time if needed
- 7) Set black or green "T" posts to a depth of two feet in undisturbed soil north and south of the planting pit
- 8) Install bracing utilizing 12 gauge galvanized wire and one continuous ring of 5/8" rubber hose
- 9) Construct a water retaining berm around the outside edge of the excavation
- 10) Water to remove any air pockets and firmly seat the tree in the hole
- 11) Apply an approve mulch 3" in depth to entire area inside berm
- 12) Water to settle mulch and insure adequate moisture
- 13) Clear area of any unused materials or debris

SPECIFICATIONS FOR SHRUB PLANTING:

SELLER SHALL:

- 1) Prune all damaged or dead plant material prior to planting
- 2) Prepare planting bed to a depth of at least one foot and twice the width of the plant ball
- 3) Remove the plant from the container in such a manner as to preserve the integrity of the root ball
- 4) Place the root ball in the center of the planting bed with the top of the root ball 2" above the finish grade
- 5) Remove rock and other inorganic materials 1 ½" or greater. Add soil amendments and backfill
- 6) Water to remove any air pockets and firmly seat plant
- 7) Install weed barrier at this time if specified
- 8) Apply approved mulch 3" in depth to the entire area
- 9) Water again to settle the mulch and insure adequate moisture to the plant
- 10) Clear the area of any unused materials or debris

SPECIFICATIONS FOR INSTALLATION OF AQUATIC PLANTS:

Aquatic plants will be planted according to the nurseryman's standard for the particular variety of plant being planted – complete planting instructions will be supplied at the time of the request to plant.



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SPECIFICATIONS FOR INSTALLATION OF BEDDING PLANTS:

SELLER SHALL:

- 1) Till bed area and add soil amendments as required by site analyst
- 2) Provide plants according to variety and size requested
- 3) Mark out planting spaces according to the requirement for the specie to be planted
- 4) Remove from container in such a manner as to preserve the integrity of the roots and plant according to the spacing layout
- 5) After all plants have been planted thoroughly water site
- 6) Apply a minimum of 2" mulch layer and re-water to settle mulch
- 7) Clear area of any unused materials or debris

SPECIFICATIONS FOR MAINTENANCE:

The intent of this Agreement is to provide for maintenance as directed by City management. This maintenance will include, but is not limited to the following:

- 1) Pruning and trimming of trees and shrubs
- 2) Weeding, cultivation, and cleaning of planting beds and tree wells
- 3) Application of fertilizers, insecticides, herbicides and fungicides
- 4) Watering of beds and trees and adding mulch if needed to maintain a minimum of 3" coverage
- 5) Weed eating and/or spraying hardscape center medians with grass/weeds growing through cracks

Hardscape Center Medians

ID	Address
1	Cincinnati Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
2	Peoria Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
3	Memorial Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
4	Harvard Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
5	Lewis Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
6	Delaware Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
7	Utica Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
8	Pittsburgh Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
9	Yale Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
10	Sheridan Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
11	Mingo Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
12	Garnett Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
13	129th E. Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
14	145th E. Ave - NORTH/SOUTH Arterial Streets 56th Street North to 121st Street South
15	21st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
16	31st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
17	14th Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
18	15th Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
19	41st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
20	51st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
21	61st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
22	71st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
23	81st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
24	91st Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
25	36th Street North - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
26	Apache - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
27	Virgin Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
28	Pine Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.
29	Admiral Street - East/West Arterial Streets - Cincinnati/Riverside Drive to 193rd East Ave.



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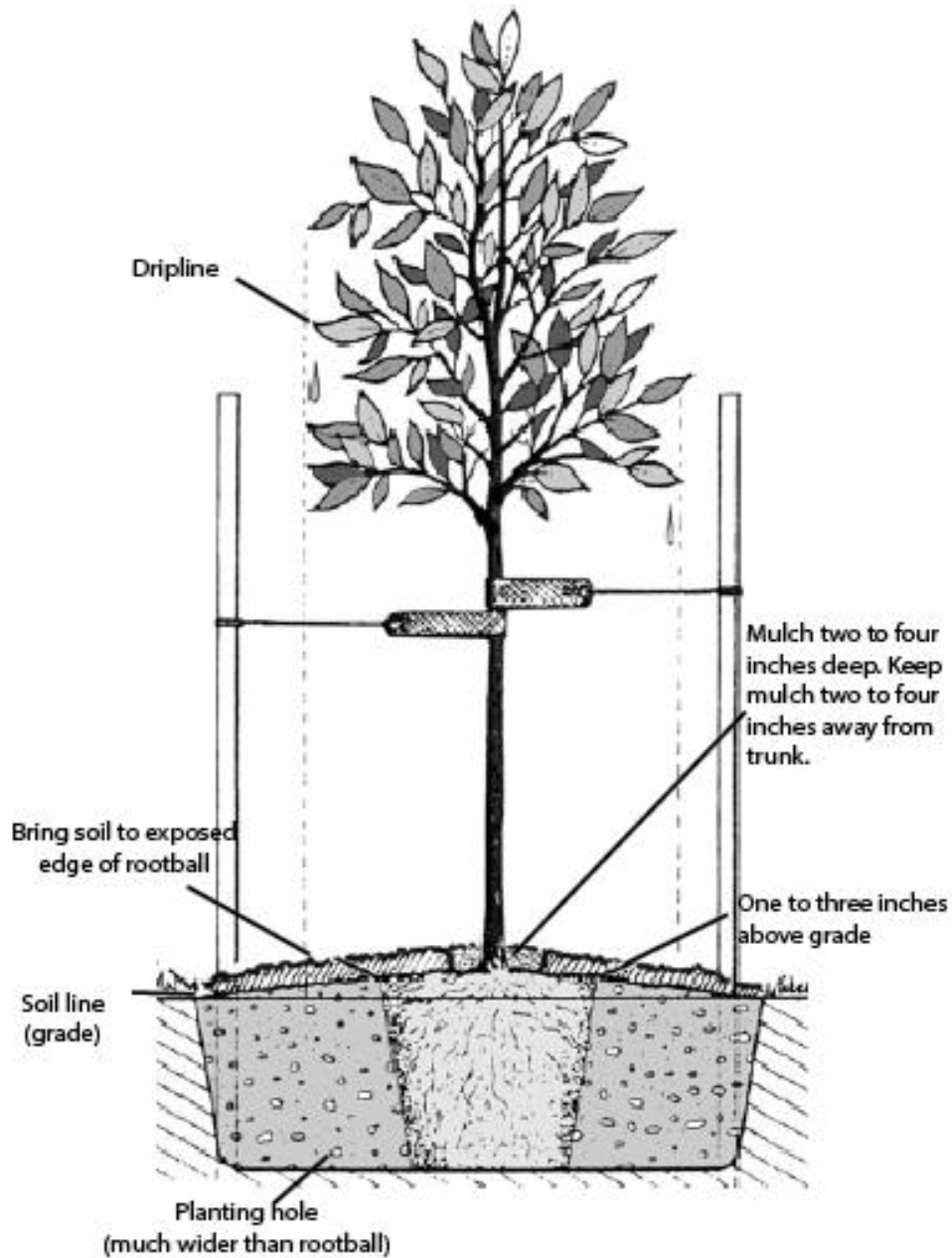
Hardscape Center Medians

ID	Address
30	21 st Street/23rd Street West - EAST/WEST Streets-56th Street North- 121st Street South
31	31st CT. - EAST/WEST Streets-56th Street North- 121st Street South
32	Tacoma Ave - EAST/WEST Streets-56th Street North- 121st Street South
33	41st Street West - EAST/WEST Streets-56th Street North- 121st Street South
34	51st Street West - EAST/WEST Streets-56th Street North- 121st Street South
35	71st Street West - EAST/WEST Streets-56th Street North- 121st Street South
36	West Skelly Dr. - EAST/WEST Streets-56th Street North- 121st Street South
37	Southwest Blvd. - EAST/WEST Streets-56th Street North- 121st Street South
38	West 13th Street - DOWNTOWN / Within Inter-Dispersal Loop- East to West
39	7th Street - DOWNTOWN / Within Inter-Dispersal Loop- East to West
40	1st Street - DOWNTOWN / Within Inter-Dispersal Loop- East to West
41	Archer - DOWNTOWN / Within Inter-Dispersal Loop- East to West
42	Cincinnati - DOWNTOWN / Within Inter-Dispersal Loop- East to West
43	Elgin - DOWNTOWN / Within Inter-Dispersal Loop- East to West
44	Denver DOWNTOWN / Within Inter-Dispersal Loop- East to West
45	Houston - DOWNTOWN / Within Inter-Dispersal Loop- East to West
46	West Edison - NORTHWEST Tulsa/ Cincinnati to the West
47	West Fairview - NORTHWEST Tulsa/ Cincinnati to the West
48	West Pine - NORTHWEST Tulsa/ Cincinnati to the West
49	West Apache - NORTHWEST Tulsa/ Cincinnati to the West
50	Gilcrease Rd. - NORTHWEST Tulsa/ Cincinnati to the West
51	33rd West Ave - NORTHWEST Tulsa/ Cincinnati to the West
52	49th West Ave - NORTHWEST Tulsa/ Cincinnati to the West
53	18th Street - NORTHWEST Tulsa/ Cincinnati to the West

Additional locations may be added as necessary by City of Tulsa.

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TREE PLANTING SPECIFICATIONS



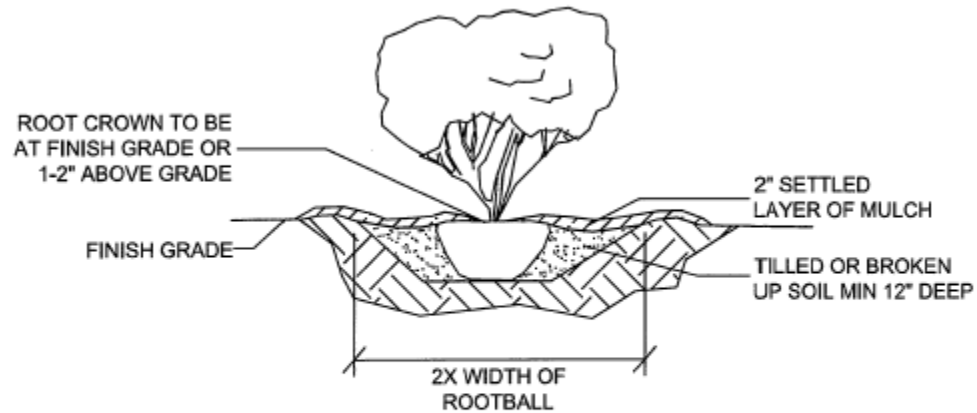


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SHRUB PLANTING SPECIFICATIONS



**TYP. SHRUB PLANTING:
INDIVIDUAL PLANTING HOLE**

NOT TO SCALE



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ATTACHMENT # 1

PESTICIDE APPLICATION RECORD

3236

CITY OF TULSA / STORMWATER MAINTENANCE DIVISION

DATE: _____

TIME: _____

LOCATION: _____

NUMBER OF ACRES TREATED: _____

PESTICIDE APPLIED: _____ **GALLONS OF MIXTURE:** _____

TRADE NAME: _____

MANUFACTURER: _____

TANK MIX CONCENTRATION: _____

EPA REG NO. _____

EPA EST NO. _____

TYPE OF APPLICATOR: _____

RATE OF APPLICATION: _____

AMOUNT OF PESTICIDE APPLIED: _____

RATE OF CARRIER : (amount of water or oil) _____

TARGET SPECIES: _____

WEATHER CONDITIONS: _____ **TEMPERATURE** _____

WIND SPEED: _____ **DIRECTION** _____

APPLICATORS SINGNATURE _____

NOTES:



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

1. Delivery.

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

2. Pricing

(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)

Section 1:

Description	QTY	Unit Cost (Cost per Hour)	Extended Cost
Labor to plant trees; this includes all costs for equipment and labor needed for any job, per employee.	200 *hrs.		
Labor to plant shrubs; this includes all costs for equipment and labor needed for any job, per employee.	200 *hrs.		
Labor to power trim (weed eat) areas designated by the City; this includes all costs for equipment and labor needed for any job, per employee.	1600 *hrs.		
Labor to trim and prune trees and shrubs; this includes all costs for equipment and labor needed for any job, per employee.	300 *hrs.		
Labor to plant and maintain flower beds; this includes all costs for equipment and labor needed for any job, per employee.	200 *hrs.		
Labor to police and dispose of litter; this includes all costs for equipment, labor, materials and fees needed for any job, per employee.	200 *hrs.		
Labor to empty litter receptacles and dispose of waste; this includes all costs for equipment, labor, materials and fees needed for any job, per receptacle.	75 *cans		
Labor to water trees and shrubs; this includes all costs for equipment and labor needed for any job, per tree.	200 *trees		
Labor to apply chemicals; this includes all costs for equipment and labor needed for any job, per employee.	100 *hrs.		
Labor to plant and maintain aquatic plants; this includes all costs for equipment and labor needed for any job, per employee.	50 *hrs.		
Weed eating and applying chemicals to hardscape center medians once yearly. (includes cost of chemicals) **	\$ _____		
TOTAL COST NOT TO EXCEED: (All costs must be included or your bid will be disqualified)	\$ _____		

*The quantity is designated as an estimate for evaluation purposes only. There is no guaranteed amount of labor to be performed under this Agreement.

** Seller guarantees no grass/weeds will grow back for one year or Seller will reperform the work at no cost to the City.



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Section 2:

Description	% Markup on Materials
Percent markup on the cost of live trees, shrubs and plants.	_____ %
Percent markup on the cost of chemicals (including fertilizers).	_____ %
Percent markup on the cost of soil, soil amendments and mulch.	_____ %

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

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

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

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

Bidder's Name _____

Authorized Signature Here ► _____

Printed Name: _____

Date _____

RETURN THIS ENTIRE BID PACKET