



**Invitation For Bid - TAC 195F
Grounds Maintenance for Water
Distribution Properties
Water & Sewer Department
Issued: February 25, 2021**

**City of Tulsa,
Oklahoma**
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3/11/21

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1 on Form #6** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES / ADDITIONS:

- 1) Under Site Locations: Added; Area 21 Post Oak Pump Station Mowing Instructions
- 2) On List / Table that shows all locations, acreage & number of times to mow Changed; # 21 from Special Services to Post Oak Pump Station, 0.6 Acres, 16 times to mow.
- 3) On List / Table that shows all locations, acreage & number of times to mow Changed; Special Services to # 22
- 4) On pictures of Site locations; Added # 21 Post Oak Pump Station
- 5) On Exhibit A (Pricing Page): Changed; # 21 from Special Services to Post Oak Pump Station, 0.6 Acres, 16 times to mow.
- 6) On Exhibit A (Pricing Page): Changed; Special Services to # 22



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

BID # TAC 195F

DESCRIPTION: Grounds Maintenance for Water Distribution Properties

(Commodity Code(s): 988-36

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 865
Tulsa Oklahoma 74103

Bids must be received no later than 5:00 PM (CST) on Wednesday, March 24, 2021, 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 and (11) Technical Specifications.

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, Buyer

dtiemann@cityoftulsa.org

Include **TAC 195F – Grounds Maintenance for Water Distribution Properties** on the subject line

Bidder's Notice of Intent to Submit a Bid

Email the Project Buyer indicating your intent to Bid. Include **TAC 195F** 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 / Site Visit Conference

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

Site Visit

Date: **March 10, 2021 Time 9:00 AM**

Location: **2317 S. Jackson, Tulsa, OK (Operations Crew Room in the north end of the Warehouse)**

☒ Attendance at the Pre-Bid Conference and Site Visit is required to submit a Bid.

☐ 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 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 195F Grounds Maintenance for Water Distribution Properties

(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 General Specifications, 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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PURCHASE AGREEMENT**

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
Donny Tiemann, Buyer
175 E. 2nd Street, 15th Floor,
Tulsa, OK 74103

With a copy to:



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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 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.** Each bidder 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

Date: _____

City Clerk

APPROVED:

Assistant City Attorney



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FORM #3

INTEREST AFFIDAVIT

STATE OF _____)
COUNTY OF _____) ss.

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 _____)

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



Tulsa
A New Kind of Energy.

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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 agreement.

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



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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.

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 seven (7) 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.



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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.
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.



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14. **PURCHASE ORDER.** In the event that the successful 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.
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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6. **References.** If the box is checked "Yes," References are required:

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: _____
Description of Products/Services
Provided: _____

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

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



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GENERAL SPECIFICATIONS – GROUND MAINTENANCE

INTENT:

It is the intent of this bid to secure, on a competitive basis, a source(s) of supply for furnishing all labor, materials and equipment necessary to provide Grounds Maintenance for the Distribution Systems section of the City of Tulsa's Water and Sewer Department.

SCOPE:

The sites to be mowed are identified in Site Location section of this document. There is no guaranteed number of mowing's, but it is anticipated to be sixteen(16) for the majority of the areas. The number of mowing will depend upon the need and the funds available. Mowing shall be done only under proper weather conditions. Rutting or other damage to sites will not be permitted. The mowing schedule will be every week for Areas 2 and 5 and the remaining areas will be every two weeks. All areas will be mowed on consecutive days.

The successful bidder will have broad experience with this type of work and the necessary skill, equipment, and personnel to perform the work within the specified time frame. The Seller will be responsible for all labor, equipment, and material required. The successful bidder will be an independent contractor and in no way classified as a City of Tulsa employee. City of Tulsa employees will also not be permitted to work for the Bidder that receives this award.

Bidders are required to provide references of past work, list of equipment and personnel with the bid submission. **The Seller will be responsible for compliance with all Federal, State and Municipal laws, regulations and ordinances applicable to this work such as: Ozone Alert Days, there will be no mowing or trimming at all, day or night.**

The Seller shall be responsible for the character and actions of its employees while performing all work related to this agreement. Any disrespectful or discourteous actions toward the public will be cause to consider termination of the agreement.

AWARD OF BID:

Award of bid will be based upon the lowest cost of mowing for all sites on the Pricing page; past performance of the bidder on previous work for the City of Tulsa, along with the bidder's ability to satisfactorily meet all the equipment, personnel and reference requirements.

The City of Tulsa shall have the right to take such steps as it deems necessary to determine the ability of the bidder to perform all obligations in this agreement and the bidder shall furnish the City of Tulsa all such information and data for this purpose as it may request.



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The City of Tulsa reserves the right to declare a bid non-responsive when not meeting the specifications herein. This shall include any bid, after investigation of the available evidence or information, and not satisfying the City of Tulsa that the bidder is qualified and/or able to carry out properly the terms and conditions of the contract. This includes past experience with other governmental agencies.

BACK-UP SOURCE:

The City of Tulsa reserves the right to enter into an agreement with the second and/or third lowest bidder to be used as secondary or backup source. This source would be used in the event of failure of the primary source's ability to supply the full needs of the City of Tulsa.

If the City of Tulsa implements the agreement with the secondary source because of the reasons stated above, the secondary source shall, after notification by the City of Tulsa, notify the City of Tulsa of its intentions to perform or terminate the agreement within five (5) calendar days. The secondary source is not obligated to perform the agreement until the City notifies the Seller it is implementing the Secondary agreement.

PAYMENT PROCEDURE:

The City of Tulsa shall make payment to the Seller on a monthly basis provided that the Seller submits an invoice. The Seller must submit the invoice and monthly work reports to the Preventative Maintenance Supervisor of Distribution Systems on a monthly basis for payment approval. The monthly work report must include all activities performed by the Seller in the previous month. This report and invoice shall be due on the first working day of the month following the month that the work was accomplished and monthly payment to the Seller shall be withheld until this report is received. The Seller will be paid for said work pending verification by the Preventative Maintenance Supervisor or designee. Send invoices and monthly work reports directly to: Preventative Maintenance Supervisor, Water Distribution, City of Tulsa – Water and Sewer Department, 2317 South Jackson, Tulsa Oklahoma 74107.

DELETION OF MOWING LOCATIONS:

If sites are deleted from this agreement, payment will be reduced by the bid unit price.

SELLER QUALIFICATIONS:

The City of Tulsa reserves the right to examine Bidder's performance history, experience and equipment inventory and will therefore, require the submittal of a business experience portfolio from each bidder. The said portfolio shall contain the following information:

History and Experience: The Bidder's professional experience giving particular attention to past and present operations of landscape maintenance (years in business, references, similar contract received, etc.).

Equipment and Personnel: A list of equipment and personnel that are to be used in the performance of the agreement are to be provided with the bid. Successful bidder must have the necessary and proper equipment to perform the work safely and proficiently in all of the different terrain included in the twenty (20) locations to be mowed. An on-site inspection of the Bidder's equipment may be done as part of the bid process.



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SITE EXAMINATION REQUIRED:

Each bidder shall be required to attend a pre-bid meeting and examine the locations as stated in this bid. Submission of their bid proposal shall be taken as evidence that they have inspected the properties and fully understand the difficulty of ground maintenance for all locations.

The City of Tulsa also reserves the right to defer recommendation of award of the agreement until after an interview with the apparent low bidder. The interview will be conducted by the designated Distribution Systems representative.

TECHNICAL SPECIFICATIONS:

The sites to be mowed are identified and outlined herein under the heading Site Locations. Only part of the list or individual sites may be authorized at any given time. Work shall be in accordance with the following:

1. Litter, sticks, limbs and all other forms of debris shall be picked up prior to and after mowing as needed and disposed of according to law. Large amounts of illegally dumped material will be removed by city forces. Any aforementioned debris which has been mowed over must be removed.
2. All vegetation shall be cut a maximum height of 2-inches or less. No turf will be scalped or tall stalks left standing. Finished mowing must have a neat, uniform professionally landscaped appearance.
3. Remove, trim or spray grass and weeds growing near trees, poles, sidewalks, trails, culverts, or bridges every scheduled mowing. Edging must be performed along curb lines and sidewalks every scheduled mowing. Turf clippings that are heavy or smothering after mowing are to be removed. **Approved weed killer will be used along fence lines but fence must not be touched without prior approval by Preventative Maintenance Supervisor or designee due to security system.** The only approved weed kill to be used is RODEO HERBICIDE.
4. All litter must be removed from the site before each mowing. All grass and leaf clippings shall be swept or blown from sidewalks, streets, and maintenance trails after mowing as needed. No grass, weeds, trash or anything but rainwater shall be allowed to go down the storm drain.
5. Pick up and remove all broken glass from all hard surfaces and turf areas before each mowing. Seller shall notify the Preventative Maintenance Supervisor or designee of all hazards found within the mowing area. Hazards which may affect the safety of the public and need to be corrected should be brought to the attention of the Preventative Maintenance Supervisor or designee immediately.
6. The Preventative Maintenance Supervisor or designee shall be notified of damaged plant materials resulting from mechanical injury or storm damage. Any hazardous conditions, storm damage, or any other obstacles in the working site shall be reported immediately prior to performing work. The Seller will be responsible for repairs on all plant materials damaged by the Seller's employees or equipment, and for replacement of all trees, shrubs and ground covers destroyed by Seller's employees and equipment during performance of maintenance work. The



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Preventative Maintenance Supervisor or designee will determine the degree of damage. The Seller will confer with the Preventative Maintenance Supervisor or designee before replacement of any dead or damaged materials. Turf damage will be corrected including re-seeding or sodding of the damaged areas at the Seller's expense. The Seller will be responsible for repairs to irrigation systems, fences, utilities and other property damage by its employees or equipment. The Seller will be responsible for marking any concealed property to prevent damage during maintenance work. All markings shall be approved by the Preventative Maintenance Supervisor or designee.

SPECIAL SERVICES:

Special services shall consist of the following and will only be completed upon request in writing (including email) by the Preventative Maintenance Supervisor or designee. The work will be paid on a per-location rate and may include weed trimmers, chain saws, axes, shovels and other related tools as required. Special Services is additional work that may be required and is beyond the work required for each mowing site.

1. Fire Hydrant Clearing - Clearing vegetation around fire hydrants and water quality sample stations (above-ground enclosed faucets). This special service includes removal and disposal of overgrown vegetation in a 3 ft radius (all directions) to allow unobstructed access to the asset. When completed, a photo must be submitted to the Preventative Maintenance Supervisor or designee to show proof of work. Work must be complete within 7 calendar days from the time the initial request was made in writing.

WORK HOURS AND TRAFFIC CONTROL:

Work hours shall be from 6:00 a.m. to 6:00 p.m., provided the operation does not interfere with normal traffic, or disrupt the public peace. Interference with the public shall be kept to a minimum. The Seller is required to provide traffic control signs for all work on or affecting the street right-of-way and traffic controls shall conform to The Manual of Uniform Traffic Control Devices. All associated costs shall be included in the bid price.

WORK PROCEDURES:

The following procedure shall be followed after the award of the agreement:

- A. The Seller will notify the Preventative Maintenance Supervisor or designee at least twenty-four (24) hours (or as otherwise specified) prior to conducting mowing/maintenance operations. When work is to be performed at any site, Seller's employees shall contact the Preventative Maintenance Supervisor or designee before the work is commenced. The Preventative Maintenance Supervisor or designee will determine if and when mowing is appropriate and needed. The Seller will call Preventative Maintenance Supervisor or designee immediately prior to coming to the site for maintenance approval. The Seller will call Preventative Maintenance Supervisor or designee immediately after work is completed at each site.
- B. Each mowing site shall be sprayed twice yearly for woody vines and light foliage. This will be coordinated with the Preventative Maintenance Supervisor or designee.



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- C. Work will not be permitted without the Preventative Maintenance Supervisor or designee approval and work will not be permitted when conditions are wet or when the grounds are soft.
- D. The Seller shall provide a valid phone number and address at all times to the Preventative Maintenance Supervisor or designee. If a pager or cellular number is available, the Seller will be required to furnish that also.
- E. All materials, tools, and equipment used in performing the work outlined herein, will be furnished by the Seller and must be removed from the mowing/maintenance site at the end of each working day or properly secured with prior approval from the Preventative Maintenance Supervisor or designee. The City of Tulsa will not be responsible for equipment left on City of Tulsa property. No chemicals, herbicides (weed killers), insecticides, fungicides or fertilizers are to be used without written approval from the Preventative Maintenance Supervisor or designee.
- F. The successful bidder shall not sell, sublet, or assign the agreement or any portion thereof to any person or persons, except upon written approval of the Preventative Maintenance Supervisor or designee.
- G. The Preventative Maintenance Supervisor or designee will be available for consultation and supervision from the start date of the agreement until completion. If at any time it is determined by the Preventative Maintenance Supervisor or designee that the work performed is in violation of the agreement, the Preventative Maintenance Supervisor or designee may stop the work until the problem is resolved.
- H. Any property that is added to the agreement by addendum shall be awarded to the current Seller for the specific section in which it relates. The price will be based on the per unit charge as shown in each section of the pricing schedule.

SPECIFICATION ATTACHMENT CHECKLIST

In addition to the items required for the bid as listed on the checklist at the beginning of the bid package, use the following checklist to ensure you have provided all required attachments based on the technical specifications. Bids submitted **must include the following attachments**, as required by the general or technical specifications:

- _____ List of personnel assigned to perform the work on City's property.
- _____ List of equipment the Bidder possesses to perform the work on City's property.
- _____ Documentation providing year company started and/or number of years in business



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SITE LOCATIONS:

The following list outlines locations and mowing instructions.

Area 1: Reservoir Hill Pump Station and Reservoir, 2411 North Osage Ave

- a. Mow entire area. Do not use large equipment on top of reservoir – inside of cable fence. Use a small riding mower. Do not harm small trees.
- b. Weed around all buildings, trees, shrubs, and fence posts.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 2: Water Distribution, 2317 South Jackson Ave

- a. Mow area bounded by 23rd Street on the north side, railroad on east side, Jackson on west side, and 25th Street on south side. In addition, the area bounded by railroad on the west side, 23rd Street on the north side, traffic engineering driveway on the east side and the equipment yard fence on the south side.
- b. Weed around all buildings, trees, shrubs, and fence lines including fencing located in and around employee and visitor parking lots within the boundaries listed above.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying.

Area 3: Southside Secondary Tower, East 74th Street and South Darlington

- a. Mow everything inside of the perimeter fence.
- b. Weed inside of fenced area and both sides of drive from Darlington to the fenced area.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying.

Area 4: Water Tank Storage and Southside Secondary Pump Station, 6225 South Sheridan Rd

- a. Mow area inside of fenced area, right-of-way along 61st Street, and both sides of property fence on the east and south sides.
- b. Weed around all buildings, fences, parking area, and ditches.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative



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Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

- d. Mow the detention pond located in the southwest corner of the property.

Area 5: Water Satellite, 56th Street and South Garnett

- a. Mow entire area including around buildings and fences.
- b. Weed around all buildings, fences and parking area.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying.

Area 6: Turkey Mountain Reservoir, 6434 South Elwood

- a. Mow inside of fenced area. Mow outside of fence to street north and east of reservoir. Mow to tree line south of reservoir. Mow 100-feet west of west fence.
- b. Weed inside and outside of entire fence, around all trees and around building.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 7: Southwest Pump Station, 5810 South 33rd West Ave

- a. Mow inside of fenced area. Mow outside of fence to street east of station, to creek west of station and to the property line north and south of station.
- b. Weed inside and outside of entire fence, around all trees, building and valve vaults.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 8: Lookout Mountain Reservoir, 3750 South 33rd West Ave

- a. Mow inside fenced area including hillsides.
- b. Weed around tank and building.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.



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Area 9: West Tulsa Reservoir, 2300 South 37th West Ave

- a. Mow area inside and outside of fence on top of underground reservoir, and outside the fence to gate within confined area.
- b. Weed around all buildings, tanks and both sides of fenced area.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.
- d. **No tractors** can be used to mow this area. The maximum lawn mowing equipment to be used should be a small riding mower or a 60-inch or 72-inch mower.

Area 10: West Tulsa Reservoir Pump Station, 4010 West 21st St, adjoins West Tulsa Reservoir property

- a. Mow from north side of building to road, from east side of building eastward to vaults.
- b. Weed around all buildings and vaults.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 11: South Union Pump Station, 7214 S. Union Ave (underground)

- a. The boundaries are S. Union Ave on the east. Mow the width of the pump station property and everything inside the fence.
- b. Weed everything inside the fence and the approach from S. Union Ave.
- c. Spray for weeds along the fence one (1) foot inside of the fence with environmentally safe chemical. Weed killer must be pre-approved by the Preventive Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 12: Sunset Pump Station, 700 North Detroit

- a. Mow inside fence and area along right-of-way.
- b. Weed around building, curb areas, and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.



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Area 13: Oakhurst Water Tower, 6400 South 42nd West Ave

- a. Mow inside fence.
- b. Weed around structures and fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 14: Tulsa Two Pump Station, 5800 South 65th West Ave

- a. The boundaries are 65th West Ave on the east and the service road to the south. Mow 50 feet to the west and 10 feet on the north side of the fence.
- b. Weed around the fence and valve boxes.
- c. Spray for weeds along the fence one (1) foot outside of the fence with environmentally safe chemical. Weed killer must be pre-approved by the Preventive Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 15: Southern Ridge Tower, 7700 South Jamestown Ave

- a. Mow inside fence.
- b. Weed around structure and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 16: South Surge Tank, 3100 South 161st East Ave

- a. Mow inside and ten (10) feet outside of fence.
- b. Weed around structure and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 17: North Surge Tank, 2100 South 161st East Ave

- a. Mow inside and ten (10) feet outside of fence.



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- b. Weed around structure and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 18: Woodcrest Pump Station, 1046 North Ridge Ln

- a. Mow forty (40) feet North and forty (40) feet East of building.
- b. Weed around building.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 19: Livingston Pump Station, 6230 S. Sandusky Ave

- a. Mow inside fence and area along right-of-way.
- b. Weed around building, curb areas, and both sides of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.

Area 20: Kimberly Clark Water Meter, 13708 South Yale Ave

- a. Mow inside of fence.
- b. Weed around structures and inside of fence.
- c. Spray for weeds along fence one (1) foot inside and one (1) foot outside of fence line with environmentally safe chemical. Weed killer must be pre-approved by the Preventative Maintenance Supervisor or designee before spraying and must be safe for use near potable water storage tanks.



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Area 21: Post Oak Pump Station, 5323 W. 31st N.

- a. On the east & west sides of the driveway mow one width of the mower, on the south side of the pump station mow 25 feet from the fence, on the west & north sides of the pump station 40 feet from the fence.
- b. Weed around all buildings, trees, shrubs, and fence posts.

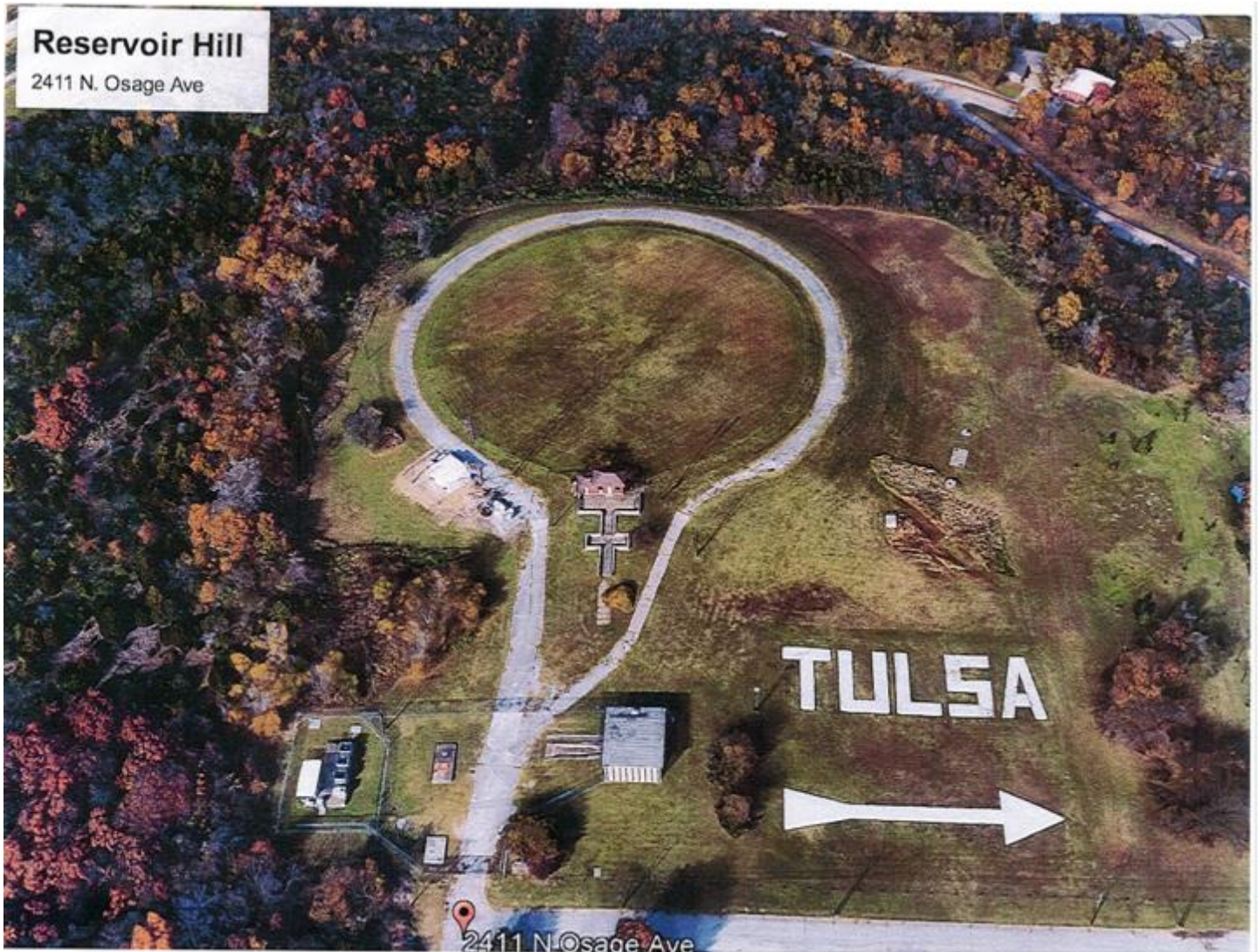
ITEM	DESCRIPTION	APPROX. ACREAGE	TIMES TO MOW
1	Reservoir Hill Pump Station and Reservoir	9.2	16
2	Water Distribution Base	1.5	32
3	Southside Secondary Tower	2.4	16
4	Water Tank Storage and Southside Secondary Pump Station	22.8	16
5	Water Satellite	1.2	32
6	Turkey Mountain Reservoir	7.0	16
7	Southwest Pump Station	0.6	16
8	Lookout Mountain Reservoir	3.5	16
9	West Tulsa Reservoir	4.5	16
10	West Tulsa Reservoir Pump Station	1.0	16
11	South Union Pump Station	0.5	16
12	Sunset Pump Station	1.0	16
13	Oakhurst Water Tower	0.2	16
14	Tulsa Two Pump Station	0.5	16
15	Southern Ridge Water Tower	0.1	16
16	South Surge Tank	0.5	16
17	North Surge Tank	0.4	16
18	Woodcrest Pump Station	0.5	16
19	Livingston Pump Station	0.1	16
20	Kimberly Clark	0.3	16
21	Post Oak Pump Station	0.6	16
22	Special Services – Cost per Location		



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Area 1: Reservoir Hill Pump Station and Reservoir, 2411 North Osage Ave





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Area 2: Water Distribution, 2317 South Jackson Ave





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Area 3: Southside Secondary Tower, East 74th Street and South Darlington Ave

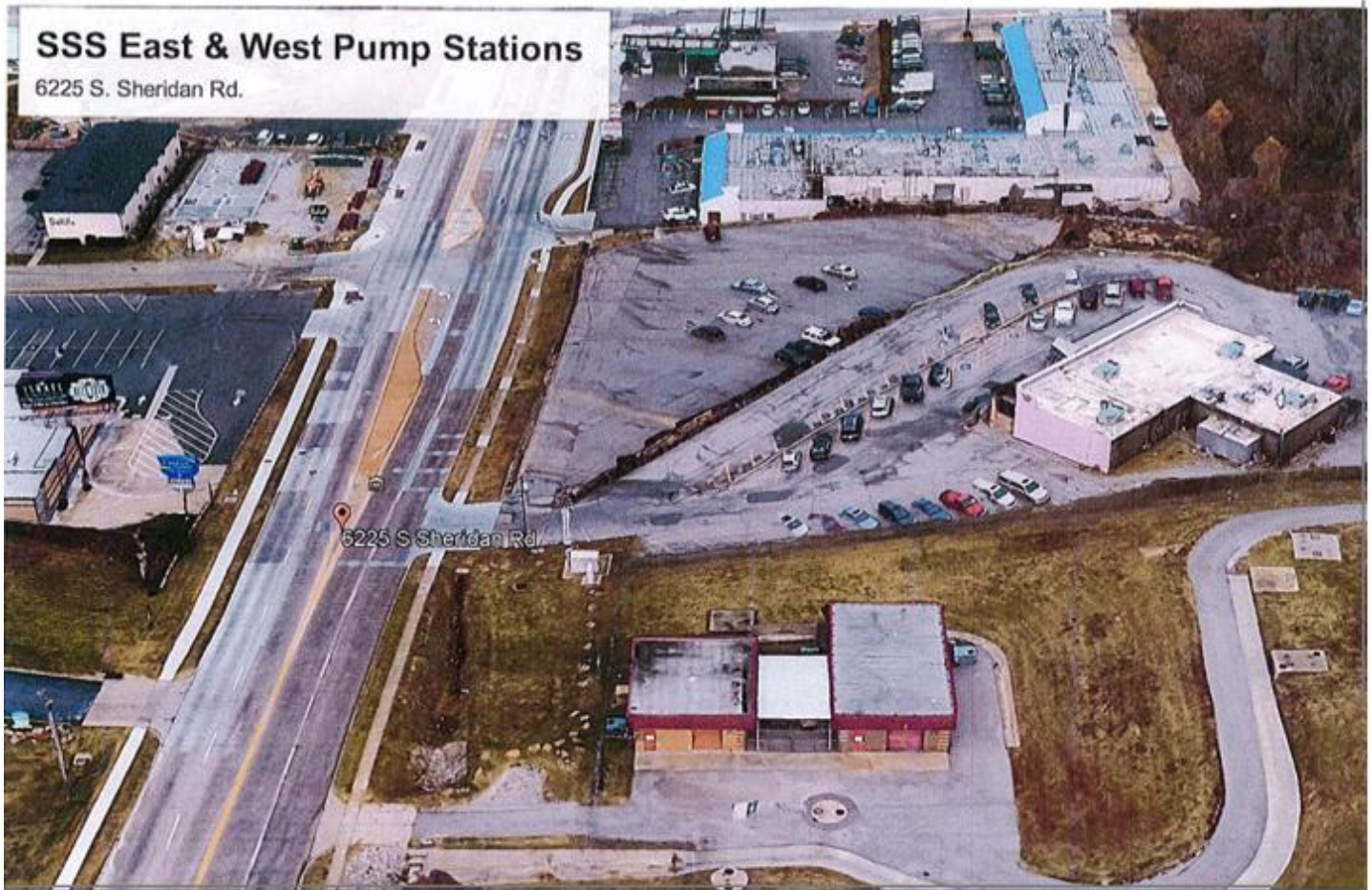




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Area 4: Water Tank Storage and Southside Secondary Pump Station, 6225 South Sheridan Rd





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Area 5: Water Satellite, 56th Street and South Garnett Rd

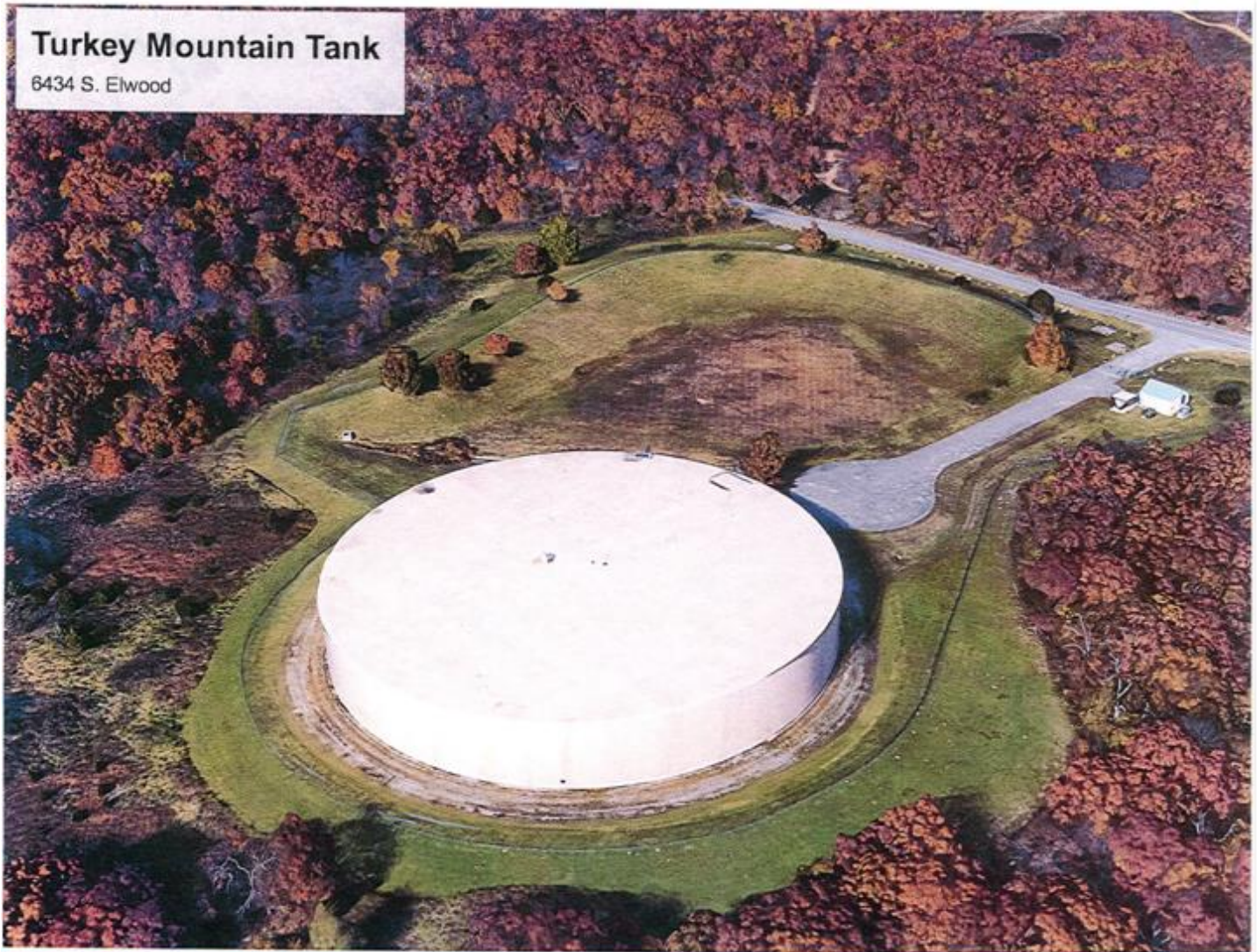




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Area 6: Turkey Mountain Reservoir, 6434 South Elwood





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Area 7: Southwest Pump Station, 5810 South 33rd West Ave





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Area 8: Lookout Mountain Reservoir, 3750 South 33rd West Ave





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Area 9: West Tulsa Reservoir, 2300 South 37th West Ave





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Area 10: West Tulsa Reservoir Pump Station, 4010 West 21st St, adjoins West Tulsa Reservoir property

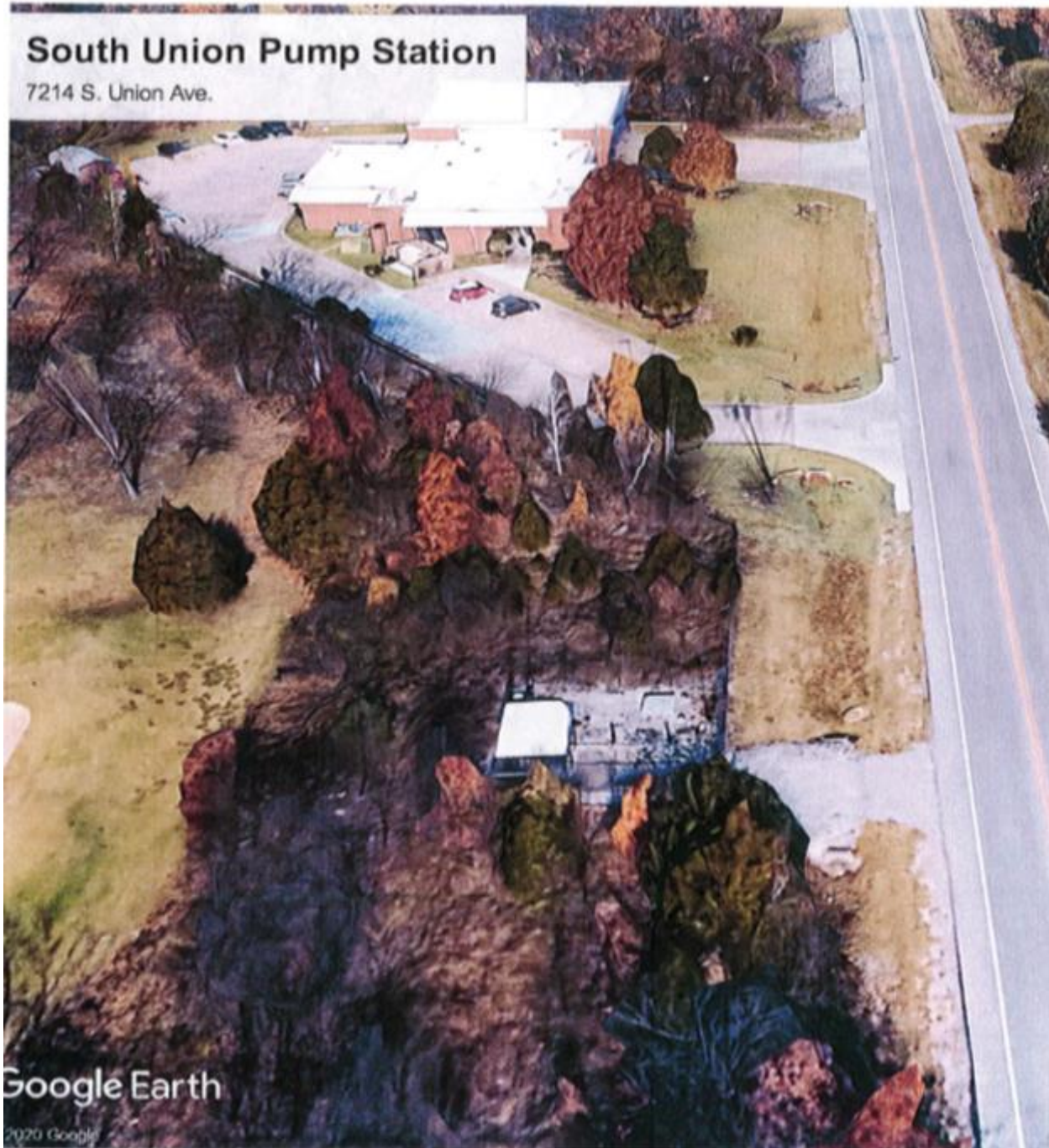




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Area 11: South Union Pump Station, 7214 S. Union Ave (underground)





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Area 12: Sunset Pump Station, 700 North Detroit





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Area 13: Oakhurst Water Tower, 6400 South 42nd West Ave

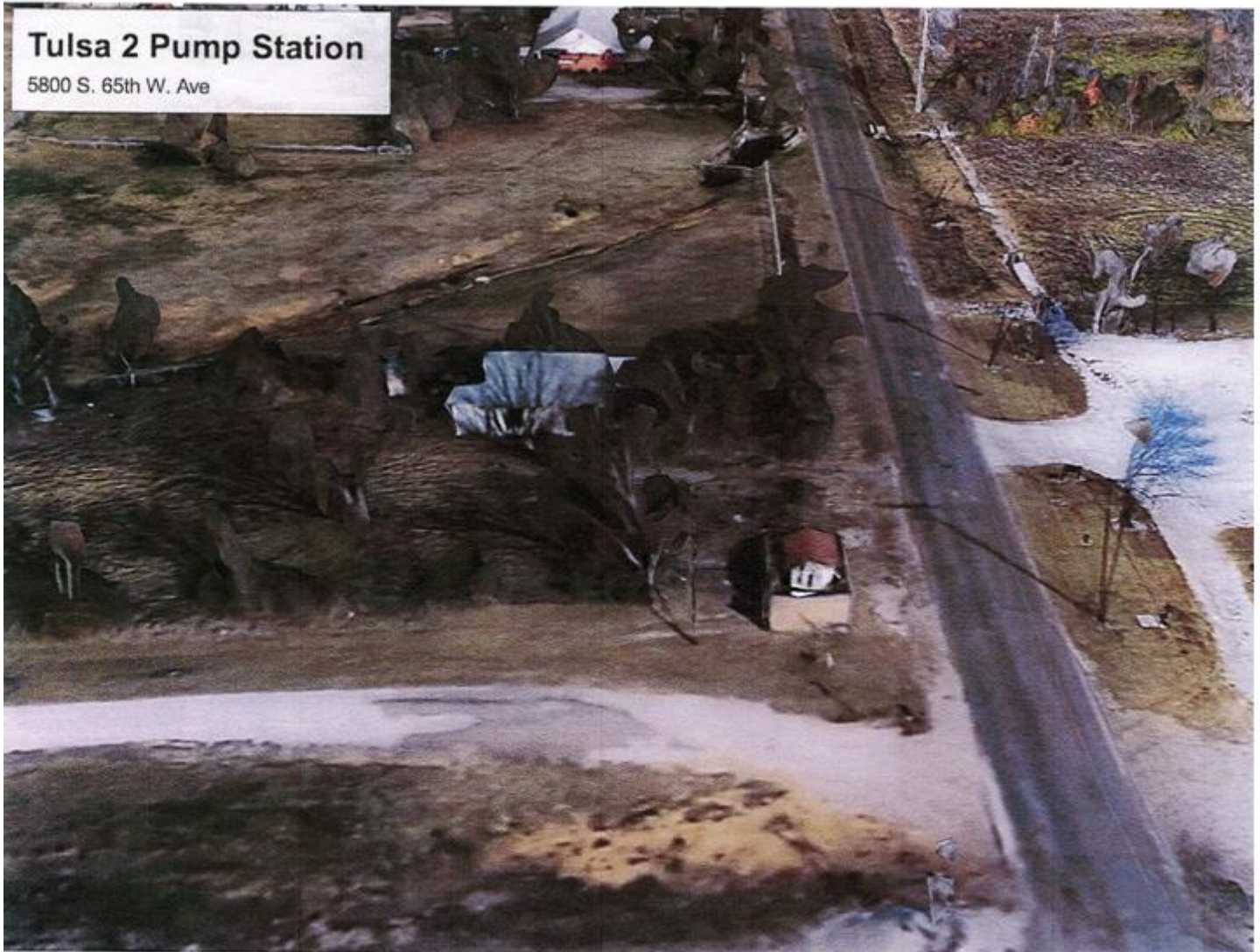




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Area 14: Tulsa Two Pump Station, 5800 South 65th West Ave

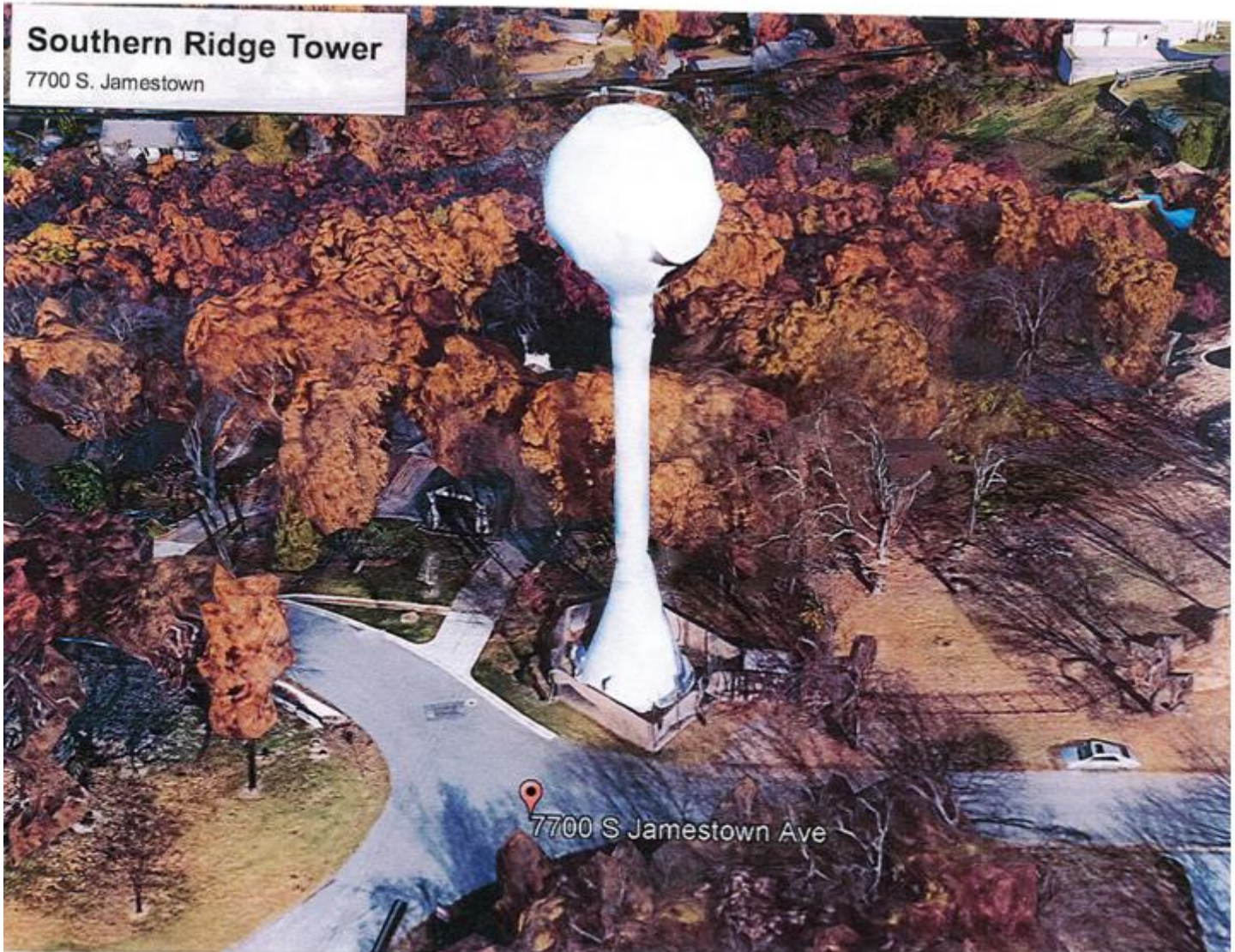




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Area 15: Southern Ridge Tower, 7700 South Jamestown Ave





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Area 16: South Surge Tank, 3100 South 161st East Ave





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Area 17: North Surge Tank, 2100 South 161st East Ave

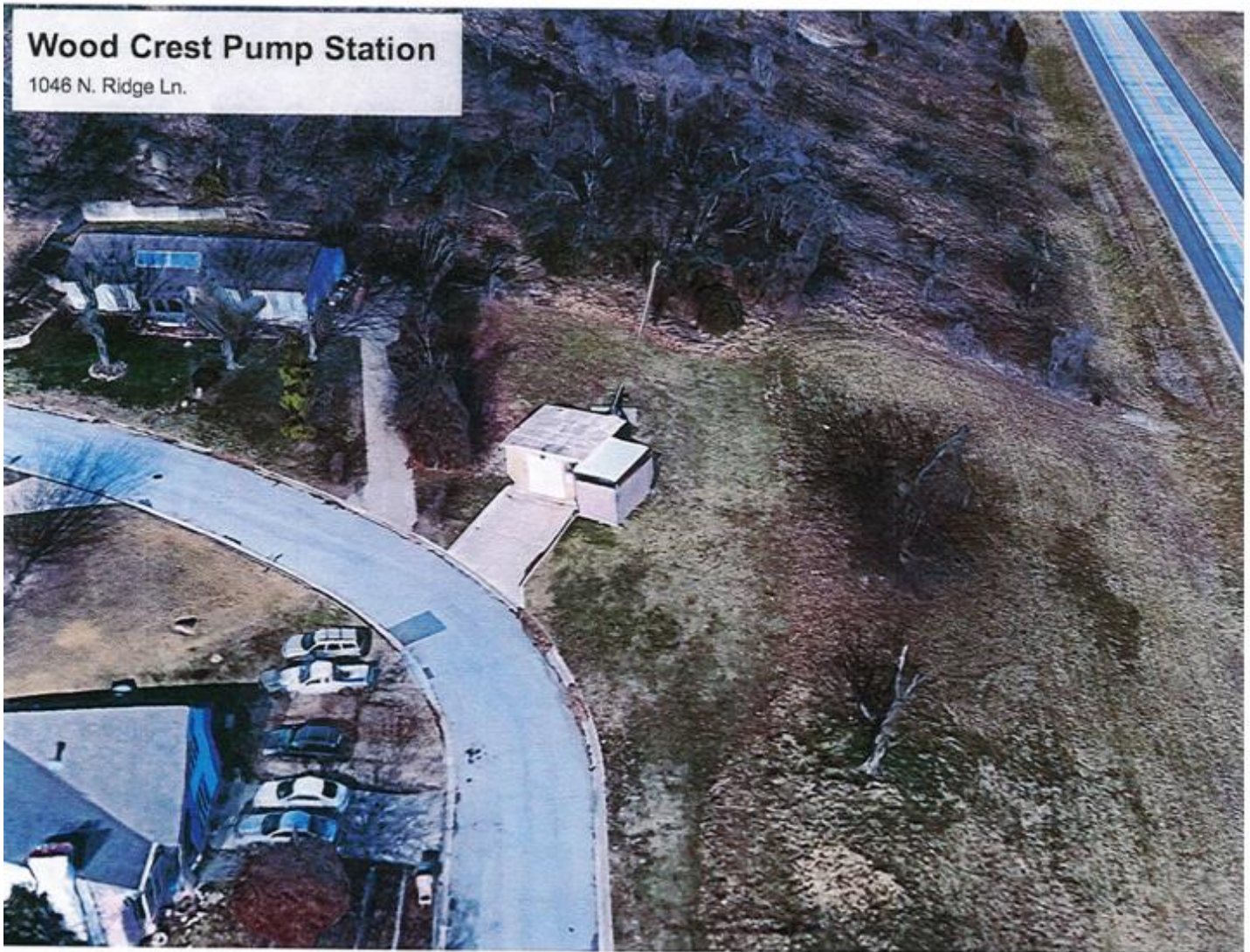




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Area 18 Woodcrest Pump Station, 1046 North Ridge Ln





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Area 19: Livingston Pump Station, 6230 S. Sandusky Ave





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Area 20: Kimberly Clark Water Meter, 13708 South Yale Ave

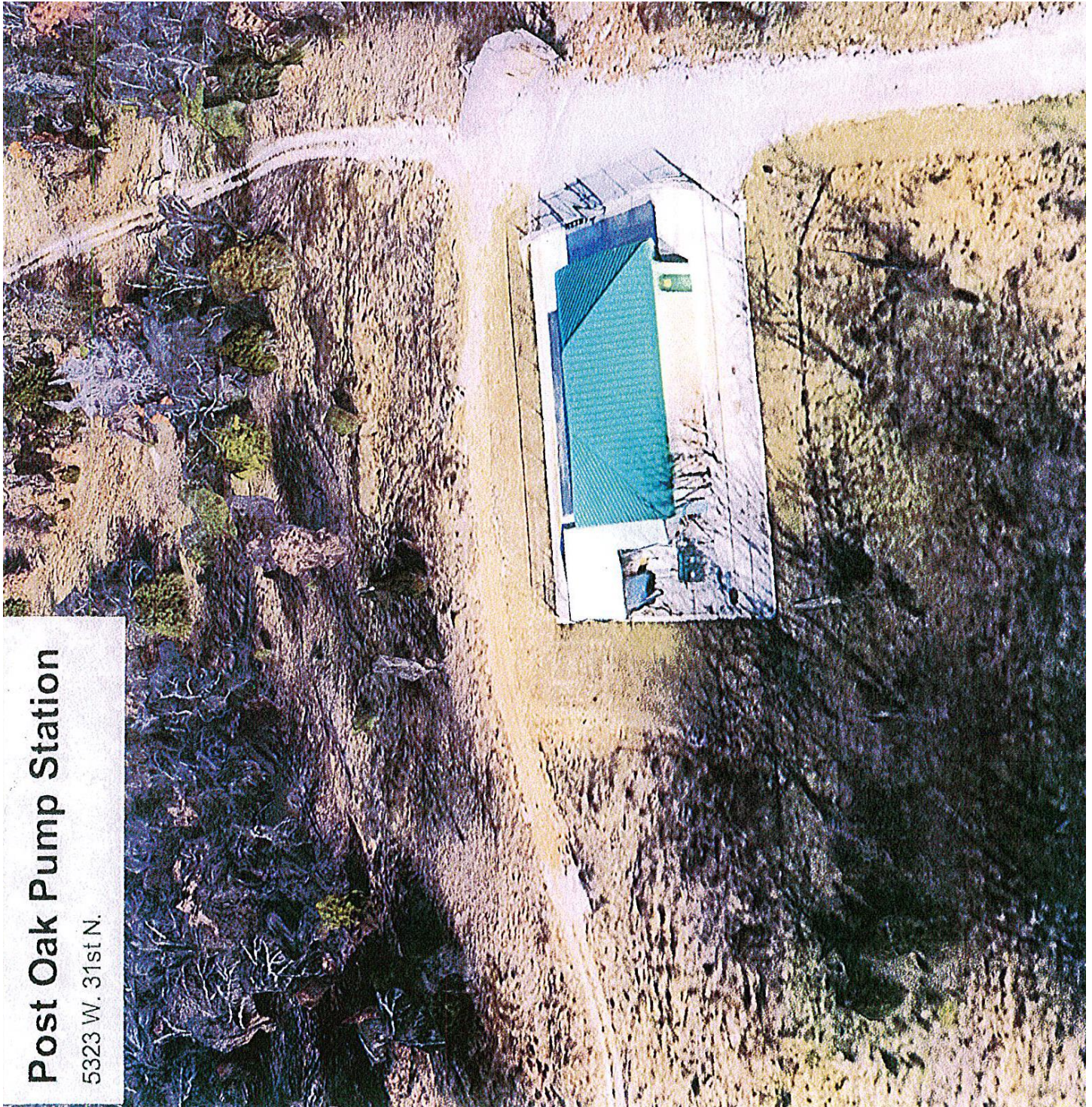




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Area 21: Post Oak Pump Station, 5323 W. 31st St. N.





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EXHIBIT A

BID FORM INCLUDING DELIVERY AND PRICING

1. Delivery. If your Bid is accepted and an agreement is executed, state the number of days you need to deliver the Goods and/or to begin providing Services: _____

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)

ITEM	Description	Approx. Acreage	Times to MOW	Unit Price (Per Mowing)	Extended Price (Times to Mow x Unit Cost)
1	Reservoir Hill Pump Station & Reservoir	9.2	16	\$	\$
2	Water Distribution Base	1.5	32	\$	\$
3	Southside Secondary Tower	2.4	16	\$	\$
4	Water Tank Storage & Southside Secondary Pump Station	22.8	16	\$	\$
5	Water Satellite	1.2	32	\$	\$
6	Turkey Mountain Reservoir	7.0	16	\$	\$
7	Southwest Pump Station	0.6	16	\$	\$
8	Lookout Mountain Reservoir	3.5	16	\$	\$
9	West Tulsa Reservoir	4.5	16	\$	\$
10	West Tulsa Reservoir Pump Station	1.0	16	\$	\$
11	South Union Pump Station	0.5	16	\$	\$
12	Sunset Pump Station	1.0	16	\$	\$
13	Oakhurst Water Tower	0.2	16	\$	\$
14	Tulsa Two Pump Station	0.5	16	\$	\$



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15	Southern Ridge Water Tower	0.1	16	\$	\$
16	South Surge Tank	0.5	16	\$	\$
17	North Surge Tank	0.4	16	\$	\$
18	Woodcrest Pump Station	0.5	16	\$	\$
19	Livingston Pump Station	0.1	16	\$	\$
20	Kimberly Clark	0.3	16	\$	\$
21	Post Oak Pump Station	0.6	16	\$	\$
TOTAL EXTENDED COST: (Items 1-21) Ground Maintenance for Water Distribution Properties				\$ _____	

22	Special Services per Location (Fire Hydrant Clearing—see page 22)	\$ _____
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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 is allowed if the following conditions are met. You must limit any increase to one of the following (indicate your choice):

- 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)
- a fixed percentage you specify _____%

You must notify City, in writing, no later than 30 days before the initial contract period ends, or any renewal period ends, of your intent to exercise the price change formula in your bid. Failure to so notify City may 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.

Note: Any price increase you choose will be included in 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.

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

Bidder's Company Name _____

Authorized Signature Here ► _____

Printed Name: _____

RETURN THIS ENTIRE BID PACKET