



**Invitation For Bid – TAC308E  
Street Cleaning / Sweeping Service  
Streets & Stormwater  
Issued: April 29, 2021**

**City of Tulsa,  
Oklahoma**  
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NOTICE is hereby given that the CITY OF TULSA, OKLAHOMA will receive sealed Bids for the following:

**BID # TAC 308E**

**DESCRIPTION: Street Cleaning / Sweeping Service**

**(Commodity Code(s): 968-74)**

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](http://www.cityoftulsapurchasing.org) or a hardcopy may be obtained at:

City of Tulsa-Purchasing Division  
175 East 2<sup>nd</sup> Street, 15<sup>th</sup> Floor  
Tulsa Oklahoma 74103

**Bids must be received no later than 5:00 PM (CST) on Wednesday, May 26, 2021, and delivered to:**  
**City Clerk's Office**  
**175 East 2<sup>nd</sup> 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, Senior Buyer

[dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)

Include **TAC 308E** on the subject line

**Bidder's Notice of Intent to Submit a Bid**

Email the Project Buyer indicating your intent to Bid. Include TAC 308E 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](http://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: Thursday, May 13, 2021 Time: 10:30 am**

**Location: 175 East 2<sup>nd</sup> Street OTC Building, 3<sup>rd</sup> Floor – Room 03-317, Tulsa Ok 74103**

**X** Attendance at the Pre-Bid Conference **is required to submit a Bid**; however, Bidders may make arrangements to attend via teleconference in some cases (contact the Project Buyer for details).

     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 2<sup>nd</sup> Street, 2<sup>nd</sup> 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 2<sup>nd</sup> 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 308E – Street Cleaning / Sweeping Service**

(the "Goods and/or Services")

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 1<sup>st</sup> to June 30<sup>th</sup>) 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](http://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. 2<sup>nd</sup> Street, Suite 260  
Tulsa, Oklahoma 74103
- With a copy to: \_\_\_\_\_
- Donny Tiemann, Senior Buyer  
175 E. 2<sup>nd</sup> Street, 15<sup>th</sup> 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 provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes,



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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

\_\_\_\_\_  
City Clerk

Date: \_\_\_\_\_

APPROVED:

\_\_\_\_\_  
Assistant City Attorney



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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 \_\_\_\_\_ )

)ss.

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: \_\_\_\_\_

My 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).

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---

---

---

---

**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 2<sup>nd</sup> 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](http://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 2<sup>nd</sup> 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 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.



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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](mailto: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: In the amount of \$10,000**

**Yes: X No:**

**B. Performance Bond.** If the box is checked "Yes," the Performance Bond is **required**: The performance bond shall be 50% of the "Total Extended Cost (items 1-4)" on Exhibit A.





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Yes: X

No: \_\_\_\_

**6. References.** If the box is checked “Yes,” References are required: See Technical Specifications #9, Qualifications of Bidder.

Yes: X

No: \_\_\_\_

For each reference, the following information **must be included:** Company Name, Contact Name, Address, Phone Number, E-Mail Address, and a description of the services provided.

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_

Company Name: \_\_\_\_\_  
Contact Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone Number: \_\_\_\_\_  
Email Address: \_\_\_\_\_  
Description of Services Provided: \_\_\_\_\_

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**TECHNICAL SPECIFICATIONS**

1. **SCOPE OF WORK** – The work to be performed under this Agreement is the scheduled cleaning/sweeping, **hauling, and disposal** of materials of selected public arterial and residential streets and expressways and public property within the City of Tulsa (See Map - Attachment A), Oklahoma. This work shall include all labor, equipment, materials and any other incidental items necessary to complete the work in the specified manner. Prior written approval will be needed before engaging in any additional hourly work for items 9 – 10.5.
  - 1.1 The cleaning of public streets is defined as the removal of dirt, encrusted, caked or otherwise, and the removal of all debris and foreign matter, **including gutter grass** (grass which is growing in sediment that is laying above the surface of the curb – on residential streets) within a five (5) foot strip adjacent to and parallel to the curbs and medians along the public street being cleaned. All vegetation growing within 18” of the vertical face of the curb of arterial streets including crack grass, seam grass, joint grass, etc. must be removed. **This includes the removal of all debris from the surface of any storm sewer inlet which may lie within this pathway.** If parked cars or other obstructions are present along the curb line, the Seller shall clean around the cars or obstructions as closely as possible and continue along the curb line. **The entire radius of all maintenance zone streets intersecting with arterial streets shall be swept as part of the maintenance zone street.** Seller will not have to return to sweep an area or street to re-clean due to bypassing a parked vehicle. There has been some controversy in the past due to deficiencies related to parked cars. As a result, the City is going to publicize the residential sweeping schedule to allow people to have cars off the street, when their areas is being swept. Also, the Seller will be required to keep to the schedule.
  - 1.2 The methods utilized in performing this work may include the use of mechanical street sweepers, vacuum sweeper or hand, shovels, and other equipment whichever is appropriate for the existing conditions. **The Seller is advised that manual labor is often required to remove foreign objects and caked debris from the path of sweepers, especially at dead ends, which must be completely cleaned under the terms of this Agreement.**
  - 1.3 Occasional cleaning of the public property to remove dirt and debris from the paved areas shall be required at the estimated quantities noted on Exhibit A, #13 and/or #14
2. **LOCATION OF WORK** – The street cleaning service to be provided under this Agreement will be on designated City of Tulsa arterial and residential streets and designated expressways as identified in Tables 1 and 2 respectively of these specifications and public property within the City of Tulsa Oklahoma. The City will reserve the right to add or delete streets and/or change the limits of the streets which will be swept under this Agreement. **There is no guarantee that any or all arterial or maintenance zone streets will be cleaned under this Agreement.**
3. **SWEEPING SCHEDULE** – The schedule for this cleaning service will be at the direction of the Streets and Stormwater Department. The plan requires sweeping approximately 650 arterial street (including designated expressways) miles eight (8) times a year and approximately 2,500



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street maintenance zone miles four (4) times a year respectively. Adherence to the following schedule is mandatory. Failure to complete the sweeping within this time frame may result in a \$500 per day penalty. Allowance may be made for inclement weather and unforeseen conditions and must be approved by the Streets and Stormwater Department. Inclement weather includes snow and/or ice events that result in snow removal by the city; storms that result in roads not passable by motor vehicles; high water.

Maintenance Zone Sweeping			
Month	Area		
	1	2	3
January			x
February		x	
March	x		
April			x
May		x	
June	x		
July			x
August		x	
September	x		
October			x
November		x	
December	x		

4. **EMERGENCY SWEEPING/CLEANING** – Occasional emergency sweeping of arterials and residential streets are required. All emergency sweeping/cleaning shall be at the direction of the Streets and Stormwater Department. The Streets and Stormwater Department shall provide the Seller with an updated list of personnel that have the authority to require emergency sweeping. The Seller shall provide the City with at least 2 contacts for emergency sweeping. The Seller shall respond to an emergency request with in 1 hour of notification by one of the authorized personnel.
5. **LEFT BLANKET INTENTIONALLY.**
6. **CURB MILES** – The basis for the price of this cleaning service will be the number of curb miles cleaned. The curb mile will be measured linearly from the starting point 5,280 feet to the terminal point along a single curb line including all intersecting streets. The curb miles for the designated streets appearing in Tables 1 and No. 2 of these specifications have been verified by City of Tulsa technicians and will be used for the basis for payment of this Agreement. Changes to the approved curb mileage will be made in writing by the Director of the Streets and Stormwater Department or his/her designee. **The Seller is required to immediately report any new streets encountered during sweeping operations. The City will make a concerted effort to identify newly constructed miles and advise the Seller.**
1. **DISPOSAL OF DEBRIS** – The Seller shall be responsible for the hauling and disposal of all collected dirt, debris and other matter in an approved manner, at a licensed sanitary landfill and

pay all fees as required by Federal, State, County and City of Tulsa laws, statutes, regulations and ordinances. **The Seller shall provide the City with a monthly report detailing debris disposal amounts by volume and copies of all dump ticket receipts. “Co-mingling” of other contract debris with debris from this Agreement will not be allowed. If dumpsters are used in the collection of debris, the City retains complete authority to cause those dumpsters to be repositioned or removed. If a transfer location is used, the City retains the right to inspect this location to insure adherence to this contract. MILEAGE RATE WORK, FOR ITEMS 1-4, INCLUDES ALL COSTS FOR TRANSPORT, DISPOSAL, ETC. HOURLY RATE WORK INCLUDES ALL COST FROM MOBILIZATION TO DISPOSAL OF DEBRIS.**

**1.1 WATER –** The Seller will be required to secure and use construction water meters from the Water Distribution Section for all water used. Failure to use a meter is a violation of City Ordinances. There will be no charge for water. **Sweepers must use water at all times,** except when temperatures are below freezing. **Excessive dust created by sweeping operations will result in a “STOP WORK” order until proper dust control is achieved.**

**1.2 History of cubic yards swept:  
Year 2018 - 2019**

	MAINTENANCE ZONE	AREA	YARDS	ARTERIAL	YARDS	TISDALE/ GILCREASE
Jul-18	899.16	3	413	631.50	406	18
Aug-18	882.46	2	756	1263	1064	36
Sep-18	840.79	1	1015	631.50	238	18
Oct-18	899.16	3	840	1263	630	36
Nov-18	882.46	2	5495	631.50	308	18
Dec-18	840.79	1	7889	631.50	294	18
Jan-19	899.16	3	3773	631.50	336	18
Feb-19	882.46	2	4361	1263	710.50	36
Mar-19	840.79	1	3136	1263	525	36
Apr-19	899.16	3	651	631.50	224	18
May-19	882.46	2	903	631.50	196	18
Jun-19	840.79	1	1527	631.50	273	18
	10,489.64		30,759	10,104	5204.50	288





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	TOTAL MILES	20,881.64				
	TOTAL YARDS	35,963.50				

**Year 2019 - 2020**

	MAINTENANCE ZONE	AREA	YARDS	ARTERIAL	YARDS	TISDALE/ GILCREASE
Jul-19	899.16	3	903	631.50	231	18
Aug-19	882.46	2	1239	631.50	238	18
Sep-19	840.79	1	938	631.50	217	18
Oct-19	899.16	3	1127	631.50	434	18
Nov-19	882.46	2	8288	631.50	462	18
Dec-19	840.79	1	9303	631.50	574	18
Jan-20	899.16	3	1351	631.50	413	18
Feb-20	882.46	2	3843	631.50	378	18
Mar-20	840.79	1	2261	631.50	224	18
Apr-20	906.76	3	952	631.50	224	18
May-20	882.46	2	735	631.50	252	18
Jun-20	840.79	1	497	631.50	280	18
	10,497.24		31437	7578	3927	216
	TOTAL MILES	18,291.24				
	TOTAL YARDS	35,364				

The above information is based on historical records and may or may not represent the future.

**2. QUALITY OF WORK** – The Seller’s work shall always be of an acceptable quality. The Seller is expected to maintain a quality control program and to inspect all work prior to presenting the work to the City for inspection. Payment will only occur after this quality of work has been completed and inspected.

2.1 The general guidelines for the specified quality street sweeping shall include, but are not limited to the following:

- (a.) The street must show evidence of being swept and present an appearance of cleanliness and all “gutter grass” must be removed. **The Seller will have one cycle to remove all vegetation, including gutter grass (residential and arterial streets) and crack grass, seam grass, joint grass (arterial streets). Gutter grass removal is only applicable to residential streets.**
- (b.) There will be no significant sweeper tailings, or scattering of dirt, debris or other matter following the sweeper. The City will take inclement weather conditions into consideration when conducting inspections.
- (c.) Any dirt, debris or other matter remaining on the street shall be less than three (3) cubic feet per continuous curb mile.
- (d.) The sweeper operator must at all times observe proper sweeping procedures.
- (e.) The street must be cleaner behind the sweeper than in front.
- (f.) Median “noses” and pedestrian openings must be cleaned. The City does not expect the Seller to sweep the ramps that are part of the sidewalk. Seller shall sweep entire opening of center medians, if significant material is present.

2.2 The City of Tulsa, Streets and Stormwater Department will inspect all work performed. The inspection will be performed within three (3) work days, or less, after notification from the Seller that the work has been completed and the Seller will be notified of any deficiencies. Progressive inspections will be performed on entire streets only and not on segments thereof, except in mutually agreed upon extenuating circumstances. The Seller will be required to re-sweep at no additional cost any street which does not meet specifications.

2.2.1 The Seller shall have forty-eight (48) hours to correct any deficiencies noted during the first inspection. Failure to meet an acceptable standard of cleanliness on the second inspection will result in payment being withheld for that particular street.

2.2.2 The Inspector shall have the authority to delete streets or segments of streets from the cleaning authorization which cannot be cleaned because of obstructions, construction, natural disasters or other mitigating circumstances and adjust the curb miles accordingly.

2.2.3 Normal amounts of salt spread by City forces during winter storm control operations will be removed by the Seller as part of the normal course of this Agreement.

**3. REPORTS –** The Seller will be provided with a schedule of when and which streets will be swept and the authorized number of miles per month. **The Seller will not exceed 75 miles per arterial or maintenance zone per day unless authorized by a City of Tulsa representative.**



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This schedule may be published in the local media. Also, the Seller will be required to furnish a report with each invoice after the work has been completed, detailing the amount of cubic yards of debris picked up in each zone and the total amount of water used, **including meter readings.**

- 4. PUBLIC CONVENIENCE AND SAFETY** – The Seller shall observe City ordinances relating to obstructing streets, keeping alleys or other rights-of-way open and protecting same, and shall obey all laws and City ordinances controlling or limiting those engaged in the work required under this Agreement. The Seller is granted the right of using the streets or alleys for the purpose of doing the work specified in the Agreement, but is not granted the exclusive use of such streets or alleys. The Seller shall perform the work in a manner that will cause the least inconvenience and annoyance to the general public and property owners.

The Seller shall be restricted from performing any work on the named **arterial** streets from between 6:30 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m. Monday through Friday. The Seller shall be restricted from performing any work on street maintenance zone streets on weekends, City of Tulsa holidays and between 5:00 p.m. and 8:00 a.m., Monday through Friday.

- 5. EXAMINATION OF WORK SITE** – By the submission of a bid, the bidder represents that he/she has examined the named streets to be swept, the specifications, and all other bid documents. The Bidder further represents that he/she is fully informed concerning the requirements of the specifications, and the physical conditions to be encountered in the work, and the character, quality and the quantity of the service to be performed. The successful Bidder will not be entitled to additional compensation unless they have prior written approval by the City for those charges.

- 6. LAWS TO BE OBSERVED** - The Seller at all times shall observe and comply with all applicable Federal and State laws, local laws, ordinances, orders and regulations of the Federal, State County or City governments. The submission of a bid on this work shall be considered as a representation that the bidder is familiar with all Federal, State and local laws, ordinances and regulations which affect those engaged or employed in the work, or equipment used in the work, or which in any way affects the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. The Seller shall be in compliance with the City's MS4 municipal storm water discharge permit and associated storm water management plan, at all times.

- 7. INTENTIONALLY LEFT BLANK**

- 8. CITY NOT LIABLE FOR DELAY** – It is further expressly agreed that in no event shall the City be liable or responsible to the Seller or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.

- 9. QUALIFICATION OF BIDDER** – The successful Bidder must be involved in this type or similar work and/or demonstrate his/her capabilities to perform the work required by this Agreement.

9.1 To demonstrate these qualifications, the Bidder will be required to provide the City the following:



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- (a) History of past work experience with performing this type of work, names, addresses, and telephone numbers.
- (b) A list of employees with past experience performing this type of work.
- (c) A list of equipment available, condition, outstanding liens and plans to acquire additional equipment.
- (d) A plan for the disposal of debris, including disposal sites.
- (e) A firm statement of when he/she will be able to begin work after award of Agreement.

10. **ISSUANCE OF WORK ORDERS** – A Work Order will be issued once a year at the start of the original Agreement and prior to renewal each year by the Contract Manager instructing the Seller to proceed for a one year period. **The Seller will be directed to sweep a set number of miles per month. If the Seller cannot sweep as much as directed, a secondary Seller may be used to make up the miles not being completed by the primary Seller. The primary Seller will not be allowed to “catch up” lost miles during the easiest time of the sweeping season. Failure to sweep the residential and arterial streets as delineated in this contract on an annual basis is grounds for contract termination.**
11. **PAYMENT** – The Seller shall submit an invoice and applicable affidavit, along with a report for the work performed. Upon satisfactory inspection, the City will then process payment to the Seller. **Hourly rate work must be invoiced separately. “Back billing” for new miles previously swept will not be allowed. Payment will only occur after the Seller has met the “quality of work” requirement of this section.**
12. **LEFT BLANK INTENTIONALLY**
13. **CHARACTER OF WORKMEN AND WORK** – The Seller and his/her employees, including subcontractors, shall be competent and careful workmen skilled in their respective trades. The Seller shall not employ any person who is incompetent or negligent in the due and proper performance of his/her duties. The City shall retain the right to require the Seller to remove any employee from contact with the public who is determined by the City, after due investigation of any complaint of having been guilty of misconduct to the public. This work is being performed for the public benefit.
14. **EQUIPMENT-** The Seller at all times must maintain his/her equipment in a clean, serviceable condition. All equipment shall be properly licensed and inspected. The continued use of unserviceable and improper equipment shall be considered a breach of contract. The City may make random equipment inspections to ensure that equipment is functioning properly. Deficiencies shall require immediate repair and/or adjustment. All equipment to be used by Seller in performance of work under this agreement shall bear signs with the following wording:

COMPANY NAME  
Contractor for City of Tulsa  
Citywide Street Sweeping Services  
For Information Call 918-596-9711





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1. The signs shall be posted in conspicuous location, a minimum of one on each side of Seller's equipment.

2. Signs and lettering shall be of a size which may be read from a distance of 50 feet. Signs must be approved by City's representative prior to commencement of work.

**15. BREACH OF CONTRACT –** All terms, conditions and specifications of the contract shall be considered material and failure to perform any part of the contract shall be considered a breach of contract. Furthermore, if the Seller fails to provide the cleaning service required by this contract for a period in excess of five (5) consecutive scheduled working days, the City may declare the Seller to be in breach of contract.

**16. SECONDARY OR BACK-UP SOURCE-** THE CITY RESERVES THE RIGHT TO PURCHASE FROM A SECONDARY OR BACK-UP SELLER TO BE USED IN THE EVENT OF FAILURE OF THE SELLER'S ABILITY TO SUPPLY THE FULL NEEDS OF THE CITY.

**17. BID EVALUATION AND AWARD:** A point system will be used to determine the most advantageous bid for the City of Tulsa. The point system will be applied as follows:

**70 points will be given to the Bidder with the lowest items** 1,2,3 and 4 of the spreadsheet found in Exhibit A. Each bidder is allowed to submit only one bid.

The Bidder with the next lowest total will be given points proportionately to their total above the lowest total cost. For example, if the next lowest vendor is 10% above the lowest total cost, the points awarded for that vendor would be 63. If the next lowest vendor is 15% above the lowest total cost, the points awarded for that vendor would be 59.5.

**15 points for the evaluation of the bidders resources.**

Resources include the necessary equipment and personnel needed in the opinion of the City, to complete the Technical Specifications of this agreement. Consideration will be given to the type and quantity of equipment to be used by the Bidder and the number of qualified personnel employed by the Bidder to meet the City's needs. A Bidder that owns required equipment will be given 15 points.

A Bidder that rents or leases required equipment instead of owning the equipment may at the opinion of the Streets and Stormwater Dept., be required to provide a letter from the rental/lease company that the Bidder has the approval of the rental/lease company to rent/lease equipment from their company for the time frame of the agreement. A Bidder that rents or leases required equipment will be given 10 points.

**15 points for history and stability of the Bidder.**

In evaluating each proposal, the Bidder with the most continuous number of years in business providing services within the scope of this IFB will receive 15 points. The Bidder with the next most continuous number of years providing services within the scope of this IFB will receive 10 points. All other Bidders with continuous number of years providing services within the scope of this IFB will receive 5 points. Any Bidder with no continuous number of years providing services within the scope of this IFB or Bidders that have been in breach of a previous contract with the City will be awarded 0 points.

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It is the intent during the Agreement period, as nearly as possible, to purchase all the requirements for the items bid from the Seller. This does not include materials supplied under terms of a public improvement contract let for a specific project by the City.

**TABLE 1- ARTERIAL STREETS**

		<b>ARTERIALS</b>		
<b>SEGMENT NUMBER</b>	<b>STREET EAST/WEST</b>	<b>FROM</b>	<b>TO</b>	<b>MILES</b>
1	E. 46 <sup>TH</sup> ST. NORTH	N. CINCINNATI AVE.	N. PEORIA AVE.	2.2
2	E. 46 <sup>TH</sup> ST. NORTH	N. MINGO ROAD	N. 145 <sup>TH</sup> E. AVE.	5
3	PORT ROAD	N. SHERIDAN ROAD	N. MINGO ROAD	7.2
4	E. 36 <sup>TH</sup> ST. NORTH	CITY LIMITS (675 FT WEST OF TISDALE PARKWAY)	N. PEORIA AVE.	3
5	E. 36 <sup>TH</sup> ST. NORTH	N. MINGO ROAD	N. GARNETT ROAD	2.6
6	E. APACHE	N. DENVER PL.	N. 69 <sup>TH</sup> E. AVE.	12.2
7	E. VIRGIN ST.	N. SHERIDAN ROAD	N. MEMORIAL DRIVE	4.4
8	AIRPORT ROAD	N. 75 <sup>TH</sup> E. AVE.	E. VIRGIN ST.	0.4
9	E. PINE ST.	N. UNION AVE.	US 169	16.2
10	E. ADMIRAL PLACE	S. COLLEGE AVE.	S. 145 <sup>TH</sup> E. AVE.	11
11	W. EDISON ST.	N. DENVER AVE.	N. 33 <sup>RD</sup> W. AVE.	3.8
12	W. CHARLES PAGE BLVD.	S. HOUSTON AVE.	S. 65 <sup>TH</sup> W. AVE.	7.8
13	I-244 SERVICE ROAD EB	S. LANSING AVE.	S. HARVARD AVE.	4.4
14	I-244 SERVICE ROAD EB	6880 E. ARCHER ST.	7380 E. ARCHER ST.	0.6
15	I-244 SERVICE ROAD WB	8100 E. EASTON ST.	6500 E. EASTON ST.	1.4
16	I-244 SERVICE ROAD WB	N. HARVARD AVE	S. LANSING AVE.	4.4
17	E. 3 <sup>RD</sup> ST.	S. MADISON AVE.	S. WAVERLY DR.	4
18	E. 4 <sup>TH</sup> ST.	S. LANSING AVE.	E. 3 <sup>RD</sup> ST.	0.6
19	E. 4 <sup>TH</sup> ST. & E. 4 <sup>TH</sup> PL	S. WAVERLY DR.	S. MEMORIAL DR.	6
20	E. 6 <sup>TH</sup> ST.	S. MADISON AVE.	S. DELAWARE AVE.	3.2
21	E. 11 <sup>TH</sup> ST.	IDL	S. 129 <sup>TH</sup> E. AVE.	21.8
22	E. 13 <sup>TH</sup> PL.	S. LEWIS AVE.	S. PEORIA AVE.	1.9
23	E. 14 <sup>TH</sup> ST.	S. PEORIA AVE.	S. LEWIS AVE.	1.9
24	E. 15 <sup>TH</sup> ST.	S. DENVER AVE.	S. MEMORIAL AVE.	14.2
25	E. 21 <sup>ST</sup> ST.	S. BOULDER AVE.	S. 145 <sup>TH</sup> E. AVE.	30.2
26	W. 23 <sup>RD</sup> ST.	S. YUKON AVE.	S. BOULDER AVE.	3.6
27	E. 31 <sup>ST</sup> ST.	S. RIVERSIDE DR.	S. 129 <sup>TH</sup> E. AVE.	18.8
28	E. 36 <sup>TH</sup> ST.	S. RIVERSIDE DR.	S. YALE AVE.	6.9
29	W. 41 <sup>ST</sup> ST.	US 75S	S. 41 <sup>ST</sup> W. AVE.	4
30	E. 41 <sup>ST</sup> ST.	S. RIVERSIDE DR.	S. 129 <sup>TH</sup> E. AVE.	17.1
31	E. 51 <sup>ST</sup> ST.	S. WHEELING AVE.	S. 129 <sup>TH</sup> E. AVE.	18.2
32	I-44 SERVICE ROAD EB	S. 38 <sup>TH</sup> W. AVE.	S. ELWOOD AVE.	3.5



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33	I-44 SERVICE ROAD WB	S. ELWOOD AVE.	S. JACKSON AVE.	0.6
34	I-44 SERVICE ROAD EB	S. RIVERSIDE DR.	S. 129 <sup>TH</sup> E. AVE.	10
35	I-44 SERVICE ROAD WB	S. 129 <sup>TH</sup> E. AVE.	S. RIVERSIDE DR.	17
36	W. 61 <sup>ST</sup> ST.	S. UNION AVE.	US 75S	1.4
37	E. 61 <sup>ST</sup> ST.	S. RIVERSIDE DR.	S. GARNETT RD.	13.6
38	71 <sup>ST</sup> ST.	S. UNION AVE.	S. GARNETT RD.	32.4
39	E. 81 <sup>ST</sup> ST.	S. RIVERSIDE DR.	S. GARNETT RD.	10.7
40	E. 91 <sup>ST</sup> ST.	S. RIVERSIDE DR.	S. GARNETT RD.	5.4
		<b>TOTAL EAST/WEST ARTERIALS</b>		<b>333.6</b>
	<b>NORTH/SOUTH</b>			
41	N. 49 <sup>TH</sup> W. AVE	W. EDISON ST.	W. ARCHER ST.	0.5
42	S. 33 <sup>RD</sup> W. AVE.	W. 41 <sup>ST</sup> ST.	W. 61 <sup>ST</sup> ST.	5
43	GILCREASE MUSEUM	W. CHARLES PAGE BLVD	W. FAIRVIEW ST.	1.8
44	S. UNION AVE.	SOUTHWEST BLVD	I-44	2.8
45	SOUTHWEST BLVD	W. 7 <sup>TH</sup> ST.	37 <sup>TH</sup> W. AVE.	9.1
46	S. DENVER AVE.	S. RIVERSIDE DR.	W. 11 <sup>TH</sup> ST.	1.8
47	S. BOULDER AVE.	W. 12 <sup>TH</sup> ST.	W. 21 <sup>ST</sup> ST.	1.8
48	S. BOSTON AVE.	E. 13 <sup>TH</sup> ST.	E. 21 <sup>ST</sup> ST.	1.4
49	S. RIVERSIDE DR.	SOUTHWEST BLVD	E. 101 <sup>ST</sup> ST.	31.4
50	N. CINCINNATI AVE.	I-244	46 <sup>TH</sup> ST. N.	8.6
51	N. DETROIT AVE.	I-244	N. CINCINNATI AVE.	0.6
52	N. PEORIA AVE.	E. 56 <sup>TH</sup> ST. NO.	68 <sup>TH</sup> ST. S.	24.6
53	UTICA AVE	E. PINE ST.	E. 41 <sup>ST</sup> ST.	10.4
54	LEWIS AVE	E. 56 <sup>TH</sup> ST. N.	E. 91 <sup>ST</sup> ST.	28.9
55	DELAWARE AVE.	E. ADMIRAL PL.	E. 15 <sup>TH</sup> ST.	3.5
56	S. DELAWARE AVE.	E. 90 <sup>TH</sup> ST. S.	S. RIVERSIDE DR.	1.2
57	HARVARD AVE.	GILCREASE EXP	E. 91 <sup>ST</sup> ST.	25.4
58	YALE AVE.	E. 56 <sup>TH</sup> ST. N.	E. 97 <sup>ST</sup> ST. S.	32.5
59	SHERIDAN RD.	E. APACHE ST.	E 99 <sup>th</sup> St. S.	23.4
60	MEMORIAL DR.	E. VIRGIN ST.	E. 111 <sup>TH</sup> ST.	49
61	N. MINGO RD.	I-244	46 <sup>TH</sup> ST. N.	4.8
62	S. MINGO RD.	E. 31 <sup>ST</sup> ST.	E. 97 <sup>ST</sup> ST.	10.7
63	S. GARNETT RD.	I-244	E. 81 <sup>ST</sup> ST.	13.6
64	S. 129 <sup>TH</sup> E. AVE.	I-244	E. 55 <sup>TH</sup> ST.	12
		<b>TOTAL NORTH/SOUTH ARTERIALS</b>		<b>304.8</b>
		<b>TOTAL CURBED ARTERIALS</b>		<b>638.4</b>
65	TISDALE PARKWAY	W. FAIRVIEW ST.	W. 36 <sup>TH</sup> ST. N.	7
66	SH 11 (GILCREASE)	N. 41 <sup>st</sup> W. Ave	HARVARD	11.5
		<b>GRAND TOTAL</b>		<b>656.9</b>



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**TABLE 2 – MAINTENANCE ZONE STREETS**

AREA 1		AREA 2		AREA 3		C.B.D.
ZONE #	MILES	ZONE #	MILES	ZONE #	MILES	ZONE # \ MILES
1001	36.4	1073	4.8	3011	32.8	4152 \ 55.4
1002	23	1074	0.3	3012	9.4	
1006	26.9	1097	5.7	3017	36.4	
1068	23.2	1098	1.4	3018	4.1	
1070	33	3003	18.4	3019	19.3	
1071	14.3	3004	17.1	3080	4.8	
1072	4.3	3005	7.4	3081	5.1	
1076	20.5	3008	31.1	3082	1.4	
1077	1	3009	26.5	3083	0.9	
1078	22.9	3010	31.2	3085	.05	
1079	14.4	3075	0.4	3086	3.5	
1099	6.8	4014	25.3	3088	0.7	
1153	38.5	4015	33	3154	0.7	
1156	18.1	4022	37.2	5025	16.5	
1157	9.2	4023	25.3	5026	15.6	
2055	13.9	4030	31.1	5027	8.1	
2056	7.7	4031	30.1	5033	29.9	
2061	6.9	5016	29.6	5034	25.9	
2062	15.3	5024	19	5040	14.3	
2064	11	5032	42.2	5047	24.6	
2065	29.2	5039	13.6	6027	5.1	
2066	17	5046	27.4	6028	24.5	
2123	1.3	8057	24.3	6035	28.8	
2126	10.6	8063	12.8	6042	30.2	
2127	0.6	8102	24.8	6137	8.2	
2128	3.5	8106	26	6138	23.1	
2129	0.7	8107	11.8	6139	23.1	
2130	16.3	8111	6.3	6140	26.1	
2131	8.7	8112	17.5	6142	22	
2132	1.8	8116	13.9	6144	9.9	
4013	38.7	8117	24.6	6148	0.8	
4021	47.3	8119	6.3	6150	8	
4029	49.6	8120	14.1	6151	7.8	





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4067	23.4	9037	26.6	6158	14.6	
4069	26.1	9038	36.9	7048	17.8	
9036	45.6	9044	15.8	7053	33.2	
9043	41.1	9045	26.5	7054	15.3	
9049	44	9050	19.4	7059	28.9	
B(1007)	19.1	9051	30.2	7060	14.4	
E(3007)	7.9	9052	19	7100	8	
<b>TOTAL</b>	<b>779.7</b>	9058	12.5	7101	9.8	
		A(1004)	6.2	7104	18.2	
		C(2111)	1.4	7105	8.3	
		D(2119)	2.3	7109	7.9	
		M(9031)	8.1	7110	8.1	
		<b>TOTAL</b>	<b>845.2</b>	7114	27.1	
				7115	6.3	
				7133	3.8	
				7134	3.5	
				7135	9	
				8103	31.7	
				8108	29.2	
				8113	14.3	
				8118	7.9	
				F(3020)	13.7	
				G(6020)	1.9	
				I(6034)	14.6	
				J(6041)	12.2	
				K(7040)	16.7	
				L(7041)	7.9	
				<b>TOTAL</b>	<b>852.5</b>	

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

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

\_\_\_\_\_(Must agree with statement provided in response to TECHNICAL SPECIFICATIONS #3.)

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 contract 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	Quantity (Estimated)	Total Miles (Miles per cycle multiplied by estimated # of cycles)	Unit Cost	Extended Cost (unit cost per mile X Total Miles)
1.	ARTERIAL sweeping(All equipment included in cost) (638.4 curb miles/cycle)	8 Cycles	5,107.2 miles	\$ _____/mile	\$ _____
2.	Street maintenance zone sweeping (All equipment included in cost) (2622.41 curb miles/cycle)				
	2a. Area 1 – 779.70 miles/cycle	4 Cycles	3,118.80 miles	\$ _____/mile	\$ _____
	2b. Area 2 – 845.20 miles/cycle	4 Cycles	3,380.80 miles	\$ _____/mile	\$ _____
	2c. Area 3 – 852.50 miles/cycle	4 Cycles	3,410.00	\$ _____/mile	\$ _____
3.	Tisdale Parkway sweeping (Requires trailing attenuator vehicle)(All equipment included in cost)(7 miles /cycle)	8 Cycles	56 miles	\$ _____/mile	\$ _____
4.	Gilcrease Expressway sweeping (Requires trailing attenuator vehicle)(All equipment included in cost)(11.5 miles /cycle)	8 Cycles	92 miles	\$ _____/mile	\$ _____
	<b>Total Extended Cost (items 1-4):</b>				\$ _____
		Quantity (Estimated)		Unit Cost	Extended Cost (unit cost per hour x Qty)
5.	ARTERIAL sweeping (Other than curb sweeping when scheduled by City)(All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____



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6.	Street maintenance zone sweeping ( <u>Other than curb sweeping when scheduled by City</u> )(All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____
7.	ARTERIAL sweeping (All equipment included in cost) After Hours/weekend/ holiday	500 Hours		\$ _____/Hour	\$ _____
8.	Street maintenance zone sweeping (All equipment included in cost) After Hours/weekend/ holiday	500 Hours		\$ _____/Hour	\$ _____
9.	Miscellaneous litter pickup- ARTERIAL streets (All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____
10.	Miscellaneous litter pickup – Street maintenance zone streets (All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____
10.5	Miscellaneous equipment use (dump truck, skid steer, etc.)	500 hours		\$ _____/Hour	\$ _____
11	Emergency ARTERIAL Sweeping (All equipment included in cost). Operation must begin 1 hour from request from City)	500 Hours		\$ _____/Hour	\$ _____
12	Emergency Street maintenance zone Sweeping (All equipment included in cost). Operation must begin 1 hour from request from City)	500 Hours		\$ _____/Hour	\$ _____
13	Public Property sweeping, includes city parking lots, access roads, maintenance areas, parks, etc. (All equipment included in cost)	100 Hours		\$ _____/Hour	\$ _____
14	Emergency PUBLIC PROPERTY sweeping (All Equipment included in cost). Operation must begin 1 hours from request from City)	25 Hours		\$ _____/Hour	\$ _____
15	4 – 8' Bicycle lanes with tube delineators (All equipment included in cost)	50 Hours		\$ _____\Hour	\$ _____
16	C.B.D. Zone 4152	Weekly Biweekly Monthly	55.4 miles	\$ _____/mile \$ _____/mile \$ _____/mile	\$ _____ \$ _____ \$ _____
<b>Total Extended Cost (items 5-16) Based on Estimated Quantities:</b>					\$ _____



**Invitation For Bid – TAC308E  
Street Cleaning / Sweeping Service  
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**Note: If mileage is shown above options for an item, the amount paid Seller will increase or decrease if curb miles are added or deducted.**

3. **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 contract period ends, or any renewal period ends, of your intent to exercise the price 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.
  - c) You must certify at renewal that the prices you are requesting from the City, including any increase requested, are as favorable as the prices you are charging your other customers which purchase similar quantities, and types, of goods and services.\*\* Any increase requested at renewal will be considered in the City's decision whether to renew, or re-bid, the contract.

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.

\*\* - The Affidavit of Compliance for Price Adjustment, which will need to be provided **at renewal**, if an increase is requested, can be obtained by contacting the Buyer listed on this Invitation for Bid.

CPI 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**





**CITY OF  
Tulsa**  
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