

January 13, 2023

INVITATION FOR BID TAC 1264

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 the ACKNOWLEDGMENT OF RECEIPT OF ADDENDA/AMENDMENTS FORM** of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

CHANGES:

Was:

Attendance Requirement

- ☐ Attendance at the Pre-Bid Conference (in-person or virtual) is required to submit a Bid.
☒ Attendance is not required to submit a Bid.

Changed to:

Attendance Requirement

- ☒ Attendance at the Pre-Bid Conference (in-person or virtual) is required to submit a Bid.
☐ Attendance is not required to submit a Bid.

Was:

4. Bonding:

Yes: ☐ No: ☒

Changed to:

4. Bonding: Yes: ☒ Performance Bond of three (3) times amount of Bid.

Invitation for Bid (IFB)

TAC 1264

Supplies or Services Requested: Citywide Landscaping Area # 1

Department: Streets and Stormwater

NIGP Commodity Code(s):
988-36

Solicitation Schedule

EVENT	DATE
IFB Issue Date	01/12/2023
Pre-Bid Conference or Webinar 175 East 2nd St, Conf Rm 10 South Tulsa, OK 74103	01/25/2023 at 9:00 AM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	01/30/2023 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	02/08/2023

If You have any questions or need additional information, contact the Assigned Buyer:

Angie Tune | ATune@CityofTulsa.org
All questions should be emailed with TAC 1264 on the subject line.

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total: 1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above), and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF
Tulsa
A New Kind of Energy™

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source to purchase labor, materials, and use of equipment necessary for the mowing / landscaping maintenance of inter-state outparcels, medians, curbed and uncurbed arterials, and miscellaneous sites within the City of Tulsa for the Streets and Stormwater Department.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your Authorized Agent's signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-V) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an “**Authorized Agent**.” An 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. For instance, 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.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids for labor, materials, and use of equipment necessary for the mowing / landscaping maintenance of inter-state outparcels, medians, curbed and uncurbed arterials, and miscellaneous sites within the City of Tulsa for the Streets and Stormwater Department.

2. Specifications

The Bid **must** meet or exceed the following Specifications.

GENERAL REQUIREMENTS:

- A. Bidders shall be familiar with this type of work and have the necessary equipment and personnel to perform the work within the times specified. The Seller will be responsible for all labor, equipment, and material required.
- B. The work may not be sub-contracted to any other company or individual without requesting such in writing and receiving **prior written consent** from the Streets and Stormwater Department, street maintenance division, planning manager, or his designee ("City Representative").
- C. Any approved sub-contractor shall meet the same requirements of these specifications, including but not limited to insurance, licensing, performance, applicable bonds, as the Seller.
- D. All Sellers shall provide lists of equipment and personnel assigned to perform work on the City's property.
- E. All vehicles to be used by Seller in performance of work under this project shall bear signs with the following wording:

COMPANY NAME
Contractor for City of Tulsa
Citywide Landscaping Services
For information Call 918-596-9711

- 1. The signs shall be posted in conspicuous location, a minimum of one on each side of the Seller's truck.
- 2. Signs shall be of a size of 15" height x 18" length. Signs must be approved by City's Representative prior to commencement of work.
- F. All employees of Seller must have company identification with them such as personalized badges verifying employment.
- G. **The Seller shall submit a written formal safety program along with this Bid.**
- H. The Seller shall comply with all applicable Federal, State, and Municipal laws and ordinances and shall be subject to product testing of chemicals used. Such test(s) may be conducted at any time by the City of Tulsa and/or the Oklahoma State Department of Agriculture.

- I. The Seller shall be responsible for the character and actions of its employees at all times while working on this Agreement. Any disrespectful or discourteous actions toward the public will be cause to consider termination of the Agreement.

SPECIFICATIONS:

Award of Bid: The Bid will be awarded to the lowest secure Bidder. The lowest Bid will be the lowest 21-day cycle total price of mowing plus the price of the "Spring Pre-Emergence Application" (described as Area # 1) of sites listed on Attachment "A".

Deletion of Sites: If the City determines that any site listed on Attachment "A" does not need service either temporarily or on a permanent basis, the Seller is to delete that site from their area list and will not invoice the City for that site.

Examination of Work Sites: The Seller shall be responsible for examining the work sites and be familiar with work required at each site. The submission of a Bid is taken as evidence that the Seller is familiar with the work sites and work required. Any acreage amounts listed are estimates for informational purposes only and may not reflect actual area measurements.

The volume of work is not guaranteed and is dependent on need and available funding.

Secondary or Back-up Source: The City reserves the right to contract with a secondary or back-up source.

The Seller will make a concerted effort to meet the City's needs on a daily basis. The Seller will give the City as much advance notice as possible whenever they are unable to supply the service required.

Work Hours and Traffic Control: Work hours shall be at the discretion of the Seller 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 with the most recent version of the manual of uniform traffic control devices. All associated costs shall be included in the Bid price.

License Requirements: The Seller must provide the Oklahoma License Number for chemical applicator(s) licenses along with Bid. Licenses must be current and valid. Failure to provide a Chemical Applicator License(s) shall result in rejection of Bid. Each crew must consist of one Certified Applicator and one Service Technician. A Certified Applicator must be on site when chemical application is being performed.

All Seller employees must wear safety vests while in the street right-of-way.

PROCEDURE:

The Seller shall follow the process as listed:

- A. The City and the Seller will agree upon an official start date and a letter of authorization reflecting that date will be sent to the Seller.
- B. The Seller will be required to begin work within 24 hours (excepting rain and ozone days) of the start date and to complete all work within the next work cycle, excluding ozone, inclement weather days, and days that are “too wet to mow”. Rain days will be determined by measurements of 3 tenths of an inch of rain within a 24 hour period which have been recorded and published by the Tulsa Mesonet.
- C. The Seller will perform the authorized work and apprise the City each morning by fax or e-mail of its progress on a daily basis, including weekends.
- D. The City will progressively inspect the work and notify the Seller within 24 hours, excluding weekends and holidays, of any deficiencies. See Deficiency Report following Attachment “A”.
 - 1. Any site rejected twice for the same original deficiency will be deleted from the invoice.
 - 2. Deficiencies must be corrected within 72 hours.
- E. The Seller will invoice the City when all work on that authorization has been completed, inspected, and approved.
- F. The City will process payment upon receipt of invoice and inspector’s report.
- G. The City will deduct \$500.00 a day from the Seller’s invoice for each day the Seller goes over the allotted number of days.
- H. If a site is reported mowed on a daily report and it is more than four (4) days after the mowing; it will be deleted from the Seller’s invoice.

PERFORMANCE REQUIREMENT:

- A. The sites to be mowed are identified in Attachment “A” to this document.
- B. Depending upon conditions, only part of the list or individual sites may be authorized at any given time.
- C. Mowing shall be done only under proper weather conditions.
- D. Rutting or other damage to sites must be reported as soon as possible to the City Representative and corrected within 72 hours.
- E. Work shall be in accordance with the following:

1. Litter, sticks, rock, concrete, limbs in diameter of 3 inches or less, and all other forms of debris shall be picked up prior to and after mowing as needed by the Seller 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 as closely to 2" as possible. No turf will be scalped or tall stalks left standing. Finished mowing must have a neat, uniform professionally landscaped appearance. Right-of-Ways abutting parcels are included.
3. Areas around guardrails, overpasses, underpasses (including railroads) signs, fences, trees, paved surfaces, drainage structures, or other improvements shall be hand trimmed. Herbicides will be permitted if authorized in writing in advance by the City Representative.
4. Grass shall be edged to the back of all curbs and paved structures.
5. Grass or debris generated by mowing will be removed from trails, streets, and other paved structures.
6. Any damage to turf, curbs, permanent trees, public signs, or other items must be reported to the City Representative immediately and repaired and/or restored within 72 hours.
7. Unless otherwise directed, the Seller will mow in the same sequence each cycle.
8. Vegetation adjacent to drainage areas must be trimmed to within one foot of the flowline. All "cattails" must be trimmed to a height of not more than six inches.
9. Singular, individual "nuisance" trees and brush two inches in diameter or less must be removed to the ground line.
10. "Uncurbed streets" include all portions of drainage ditches in Right-of-Ways back to the property fence, if one exists. If no fence exists, mowing shall be to the back side of the farthest utility structure, i.e., gas meter, power pole, manhole, drainage structure, etc.
11. Any weeds, crack grass, other undesirable vegetation or debris must be removed from any paved portion of mowed medians.
12. Herbicide must be applied with a marker from heights of 12 to 18 inches above the ground.

SPECIAL CONSIDERATIONS:

- A. **Changes made to maintained sites:** When a material change is made to a site that causes the cost of maintenance to increase, the Seller and the City will establish a new maintenance price that will not go into effect until after the first year of the agreement. This new pricing will be based on values from Exhibit A – Delivery and Pricing.
- B. **Addition of previously unmaintained sites:** The cost of the initial cleanup and regular service will be determined through an on-site inspection by Seller and City using costs from the "Additional Services" section of Exhibit A – Delivery and Pricing.

- C. **Sites already mowed:** If all or any part of a site is mowed upon Seller's arrival, only the necessary mowing is to be done. **If a site needs no attention, it must be deleted from Your itemized invoice and the inspector notified as soon as possible.** Submittal of payment request for work not performed may result in felony criminal prosecution.

CHEMICAL APPLICATION:

Any deviation from the recommended program must be approved, in writing, by the City Representatives before any application is made.

- A. All vegetation control chemicals must be approved by the Environmental Protection Agency and the State of Oklahoma for the specified use and shall conform to all Local, State, and Federal Regulations. **Material Safety Data sheets for all chemicals specified herein shall be available and supplied with the Bid.** Low-pressure nozzles are required as are drift control agents. A marker shall be added to post emergence mixtures to show the treated areas.
- B. The City reserves the right to take a sample of the tank mix at any time to confirm the correct type and quantity of chemicals. Failure of the sample to meet specified standards will result in re-application of chemicals at the City's chosen time. More than one sample failing to meet specifications will result in cancellation of the Purchase Agreement without compensation. Seller will pay testing fees on any sample that fails to meet specifications.
- C. The Seller shall be responsible for all the appropriate reports, forms, or Pesticide Application records to the Oklahoma Department of Agriculture. In addition, the Seller must submit to the City the following:
1. Date, time, and location of applications
 2. Applicator's name and license number
 3. Herbicide used and application rate
 4. Weather conditions including wind speed, direction, and temperature

PROHIBITED PRACTICES:

- A. Application of Herbicides containing Arsenate compounds and/or Phenoxy Herbicides to City property is strictly prohibited.
- B. All chemicals used shall be non-toxic to human, fish, and animal in the concentrations applied, and such chemicals shall not produce or create foul odors that may be objectionable or obnoxious to the general public on the areas in which this work is done.
- C. Seller will not operate spray equipment when wind velocity exceeds ten (10) mph, and will use every precaution to prevent spray to drift onto private property or other areas adjacent to control sites.

III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's online vendor registration form ([linked here](#)). If You have any questions regarding registration, email Jina Djahedian at purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.
2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time, location, and teleconference link.

Attendance Requirement

- ☒ Attendance at the Pre-Bid Conference (in-person or virtual) is required to submit a Bid.
☐ Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.
4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.
5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

☐ Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **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.

IV. BID EVALUATION AND AWARD

1. **Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost**. In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.
2. **Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

3. **Bid Award Recommendation and Appeal**: Upon confirming the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will also share the time, date, and virtual meeting link for the Standard, Specifications, and Award (SSA) committee meeting where the Bid award recommendation will be reviewed.

If approved by SSA, the award recommendation is then sent to the Mayor for the Mayor's final approval. SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma. The meeting will be held on a given Thursday at 8:30 am, depending on when the Bid award has been determined. During this meeting, Bidders who are not recommended for award can issue an appeal and ask that the Bid award be reconsidered. Bidders who are not recommended for award can also email the Assigned Buyer prior to the SSA meeting if they have any questions or concerns regarding the award recommendation.

If/when the Bid award is approved by the SSA committee, the City will make available on the City's Purchasing Website a summary of Bids received generally within 5 working days after the Bid Opening Date. After a Bid 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. All Bid awards are subject to Acceptance by the City.

V. BID PROCESSING

1. **Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

2. **Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

3. **Insurance:**

Yes: ☒

No: ☐

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

Auto liability, each occurrence	\$1,000,000.00
General Liability: 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. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage. 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

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. **Bonding:** Yes: ☒ Performance Bond of three (3) times amount of Bid.

5. **Federal Funding:** If the box is checked "Yes," federal funding is involved with this purchase:

Yes: ☐

No: ☒

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

Yes: ☒

No: ☐

If yes, number of references required: 2

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

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

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

Attachment A – Worksheet

Enter the totals from this worksheet in the appropriate areas of Exhibit A

The following legend is provided for Attachment “A”:

SS – South side
 NS – North side
 WS – West side
 ES – East side
 SEC – Southeast corner
 NEC – Northeast corner
 SWC – Southwest corner
 NWC – Northwest corner
 OP – Out parcel (a site just outside an expressway fence)
 A-Row – Arterial street right of way
 RR Row – Railroad right of way
 UWT – Up With Trees site

A cycle consists of 14, 21, 28, or 45 days.

Unless noted each ID will consist of both sides of Right-of-Ways.

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites					
ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
1	E. 46th St. N., south side, N. Detroit Ave. to N. Elgin Ave. (2 MEDIANS)	\$	\$	\$	\$
2	E. 46th St. N., north side, N. Hartford Ave. to N. Garrison Ave. (2 MEDIANS)	\$	\$	\$	\$
3	E. 46th St. N., south side, N. Hartford Ave. to N. Kenosha Ave. (2 MEDIANS)	\$	\$	\$	\$
4	E. Port Rd., 6300 E. to 12500 E. Port Rd. (21 MEDIANS) UWT	\$	\$	\$	\$
5	E. 36th St. N., N. Cincinnati Ave., to N. Elgin Ave., south side ROW	\$	\$	\$	\$
6	E. 36th St. N., N. Cincinnati Ave. to N. Osage Dr., both sides as needed	\$	\$	\$	\$
7	E. 36th St. N., Cherokee Expressway (5 MEDIANS)	\$	\$	\$	\$
8	E. 36th St. N. & Mingo Valley Expressway (4 MEDIANS)	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
9	N. Peoria Ave. trail, E. Pine St. to E. Mohawk Blvd. – BOTH SIDES OF ROAD INCLUDING MEDIANS	\$	\$	\$	\$
10	W. Apache St., L.L. Tisdale Expressway to N. Cincinnati Ave., both sides, ROW and 2 MEDIANS	\$	\$	\$	\$
11	E. Apache St., north side, N. Florence Ave. to N. Harvard Ave. (1 MEDIAN)	\$	\$	\$	\$
12	W. Pine St., north side, N. Denver Ave., to L.L. Tisdale – ROW	\$	\$	\$	\$
13	W. Pine St., N. Denver Ave. to N. Cheyenne Ave. north side, 2 LOTS	\$	\$	\$	\$
14	W. Pine St., north side, N. Boulder Ave. to N. Cheyenne Ave., 2 LOTS	\$	\$	\$	\$
15	E. Pine St., N. Detroit Ave. to N. Greenwood Ave., north side – ROW	\$	\$	\$	\$
16	E. Pine St., N. Cincinnati Ave. to N. Greenwood Ave., south side – ROW	\$	\$	\$	\$
17	E. Pine St., N. 107th E. Ave. to N. 108th E. Ave. (3 MEDIANS)	\$	\$	\$	\$
18	W. Edison St., N. Union Ave. to N. 33rd W. Ave., both sides as necessary	\$	\$	\$	\$
19	Gilcrease Museum Rd., & W. Edison St., southeast corner, LOT	\$	\$	\$	\$
20	Gilcrease Museum Rd., & W. Easton Ct., southeast corner, LOT – 2334 W. Easton Ct.	\$	\$	\$	\$
21	Gilcrease Museum Rd., W. Admiral Blvd. to US412, west side, slope	\$	\$	\$	\$
22	Charles Page Blvd. & S. 33rd W. Ave., NEC – MEDIAN	\$	\$	\$	\$
23	N. Utica Ave. @ Admiral Blvd., triangle NEC	\$	\$	\$	\$
24	E. Admiral Pl., S. Mingo Rd. to S. 113th E. Ave. (17 MEDIANS <i>including traffic circle</i>) UWT	\$	\$	\$	\$
25	E. 11th St. & S. Harvard Ave., SEC triangle – MEDIAN	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
26	E. 11th St., S. 73rd E. Ave. to S. 119th E. Ave. (27 MEDIANS) UWT	\$	\$	\$	\$
27	TPD Uniform Division East, 10122 E. 11th St.	\$	\$	\$	\$
28	E. 14th St., S. Peoria Ave. to S. Lewis Ave., north side, SH51 OP	\$	\$	\$	\$
29	E. 13th Pl. & S. Peoria Ave. to S. Lewis Ave., south side, SH51 OP, UWT	\$	\$	\$	\$
30	S. Terrace Dr., E. 14th St. to E. 15th St. (2 MEDIANS)	\$	\$	\$	\$
31	13th & Utica (2 MEDIANS)	\$	\$	\$	\$
32	Utica & Troost (1 MEDIAN)	\$	\$	\$	\$
33	S. Utica & E. 31st St. triangle median	\$	\$	\$	\$
34	E. 21st St., south side, S. Jamestown Ave., to S. Vandalia Ave. ROW	\$	\$	\$	\$
35	E. 21st St., S. Braden Ave. to S. Canton Ave. (2 MEDIANS)	\$	\$	\$	\$
36	E. 21st St., north side, S. 71st E. Ave. to S. 75th E. Ave. (2 MEDIANS)	\$	\$	\$	\$
37	E. 21st St., south side, S. 73rd E. Ave. to S. 75th E. Ave. (1 MEDIAN)	\$	\$	\$	\$
38	E. 21st St., south side, S. 76th E. Ave. to S. 78th E. Ave. (1 MEDIAN)	\$	\$	\$	\$
39	E. 21st St., S. 86th E. Ave. to S. 145th E. Ave. (17 MEDIANS)	\$	\$	\$	\$
40	2100 S. 117th E. Ave. median	\$	\$	\$	\$
41	W. 23rd St. S., S. Phoenix Ave. to S. Jackson Ave. (6 MEDIANS)	\$	\$	\$	\$
42	31st & S. Lewis, eastside ROW	\$	\$	\$	\$
43	E. 31st St., north side, S. Braden Ave. to S. Joplin Ave. (3 MEDIANS)	\$	\$	\$	\$
44	E. 31st St., north side, 7309 to I-44 (3 MEDIANS)	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
45	E. 31st St., south side, S. Memorial Dr. to S. 88th E. Ave. (3 MEDIANS)	\$	\$	\$	\$
46	E. 31st St., S. 90th to S. 94th E. Ave., north side, MOW WEST OF SCHOOL ON N SIDE TO ONE LOT EAST OF 87TH E. AVE	\$	\$	\$	\$
47	E. 31st St., east of Mingo Valley Expressway to S. 109th E. Ave. (5 MEDIANS) UWT	\$	\$	\$	\$
48	E. 31st St., S. Garnett Rd. to S. 129th E. Ave.	\$	\$	\$	\$
49	E. 41st St., south side, S. Pittsburgh Ave. to S. Sandusky Ave. (1 MEDIAN)	\$	\$	\$	\$
50	8700 E. 41st St. S.S. Easement at Strip Mall	\$	\$	\$	\$
51	E. 41st St., north side, S. Mingo Rd. to E. 40th Pl. – ROW	\$	\$	\$	\$
52	9600 E. 41st St. southside of SH51 wall along westbound lane by sidewalk	\$	\$	\$	\$
53	E. 41st St., S. 100th E. Ave. to S. 109th E. Ave. (4 MEDIANS)	\$	\$	\$	\$
54	4100 S. 109th E. Ave. (2 MEDIANS)	\$	\$	\$	\$
55	W. 51st St. S., 1800 W. to 1913 W. 51st St. (2 MEDIANS)	\$	\$	\$	\$
56	E. 51st St. & S. Harvard Ave. (5 MEDIANS)	\$	\$	\$	\$
57	7400 to 7600 E. 51st St., south side	\$	\$	\$	\$
58	E. 51st St. @ Mingo Valley Expressway (5 MEDIANS)	\$	\$	\$	\$
59	E. 61st St., S. Marion Ave. to S. Pittsburgh Ave., north side south of retaining wall	\$	\$	\$	\$
60	E. 61st St. & S. Yale Ave., E. of Yale to St. Francis emergency entrance, west to S. Urbana Ave. (2 MEDIANS) UWT	\$	\$	\$	\$
61	E. 61st St., north side at base of brick retaining wall, E. 60th Pl. to top of hill, across from radio tower	\$	\$	\$	\$
62	E. 61st St. & S. 76th E. Ave., 11 MEDIANS south and then east to Memorial	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
63	E. 61st St., north side @ S. 107th E. Ave. (1 MEDIAN)	\$	\$	\$	\$
64	E. 61st & Mingo Valley Expressway (5 MEDIANS) UWT	\$	\$	\$	\$
65	10700 E. 61st St., south side (1 MEDIAN)	\$	\$	\$	\$
66	E. 61st St., north side, west of S. Garnett Rd., ROW from west property line of gas station, west to City of Tulsa detention pond	\$	\$	\$	\$
67	E. 71st St., Riverside Dr., to S. Mingo Rd., GRASS MEDIANS ONLY – NO RAISED PLANTERS Includes (2) triangular medians on NW & NE corners of Riverside Dr. UWT	\$	\$	\$	\$
68	E. 71st St. beginning east of Mazzio's, S. Atlanta Ave. to S. Harvard Ave., ROW, (includes 2 block curbed section north & south on the west side Harvard and radii of all intersecting public streets) CAUTION: DO NOT SPRAY OR CUT IVY	\$	\$	\$	\$
69	E. 71st St., S. Indianapolis Ave. to S. Jamestown Ave., north side, 2 LOTS, 7039 S. Indianapolis Ave.	\$	\$	\$	\$
70	E. 71st St. & S. Harvard Ave., NEC, LOT, 7038 S. Indianapolis Ave.	\$	\$	\$	\$
71	E. 71st St., S. Harvard Ave. to S. Yale Ave., ROW (includes 2 block curbed section north & south on the east side of Harvard and radii of all intersecting public streets) CAUTION: DO NOT SPRAY OR CUT DECORATIVE IVY PLANTED AT BASE OF RETAINING WALL, ROW UWT	\$	\$	\$	\$
72	E. 71st St. & Sleepy Hollow Dr., SWC, 2 LOTS, 7101 Sleepy Hollow Dr.	\$	\$	\$	\$
73	E. 71st St., & S. Pittsburgh Ave., SEC, 5+ LOTS & slope area to north side of E. 72nd St. to E. 71st St., 7109 S. Pittsburgh Ave.	\$	\$	\$	\$
74	E. 71st St., S. Braden Ave. to S. Darlington Ave., south side – ROW	\$	\$	\$	\$
75	4900 E. 71st Pl. median	\$	\$	\$	\$
76	4900 E. 73rd St. median	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
77	E. 71st St., S. Sheridan Rd., to S. 78th E. Ave., both sides, ROW - CAUTION: DO NOT SPRAY OR CUT DECORATIVE IVY PLANTED AT BASE OF RETAINING WALL	\$	\$	\$	\$
78	E. 81st St., Riverside Dr. to 2600 block east (3 MEDIANS) UWT	\$	\$	\$	\$
79	E. 81st St. & S. Delaware Ave. SEC-LOT & ROW east to east end of wall	\$	\$	\$	\$
80	E. 81st St. S. Memorial Dr. to S. Mingo Rd., as needed	\$	\$	\$	\$
81	E. 81st St., S. Mingo Rd. to S. Garnett Rd.	\$	\$	\$	\$
82	E. 91st St., S. Mingo Rd. to S. Garnett Rd., includes large slope area on north side under Creek Turnpike South loop bridge	\$	\$	\$	\$
83	N. Cincinnati Ave., E. 36th St. N. to E. 46th St. N. – ROW	\$	\$	\$	\$
84	N. Cincinnati Ave., E. 31st St. N. to E. 36th St. N. – ROW	\$	\$	\$	\$
85	N. Cincinnati Ave., E. Jasper St. to E. Pine St., east side – ROW	\$	\$	\$	\$
86	N. Cincinnati Ave., E. Jasper St. to E. Latimer St., west side – ROW	\$	\$	\$	\$
87	N. Cincinnati Ave., east side, 2116 N. Cincinnati Ave. to E. Zion Pl. (3 MEDIANS)	\$	\$	\$	\$
88	S. Union Pl., east side, Southwest Blvd. to 3761 S. Union Ave., ROW	\$	\$	\$	\$
89	S. 33rd W. Ave. & I-244 (2 MEDIANS)	\$	\$	\$	\$
90	Riverside Dr., S. Denver Ave. to W. 21st St. (5 MEDIANS) includes ramps on east side of Riverside Dr. @ 21st St. UWT	\$	\$	\$	\$
91	E. 35th Pl. & Riverside Dr., southeast corner – LOTS	\$	\$	\$	\$
92	E. 41st St. & Riverside Dr., northeast corner – LOTS UWT	\$	\$	\$	\$
93	E. 41st St. & Riverside Dr., southeast corner – LOTS UWT	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
94	E. 42nd Pl. & Riverside Dr., northeast corner – LOT	\$	\$	\$	\$
95	Riverside Dr., E. 47th St. to E. 56th St., east side – LOTS UWT	\$	\$	\$	\$
96	S. Riverside Dr., E. 41st St. to E. 101st St. (41 MEDIANS) UWT	\$	\$	\$	\$
97	9700 S. Riverside Dr., east side, north of Vensel Creek (1 MEDIAN)	\$	\$	\$	\$
98	9800 S. Riverside Dr., east side, south of Vensel Creek (MEDIAN)	\$	\$	\$	\$
99	N. Peoria Ave., east side, E. 51st St. N. to E. 54th St. N. (2 MEDIANS)	\$	\$	\$	\$
100	N. Peoria Ave., E. Mohawk Blvd. to E. 56th St. N., as needed	\$	\$	\$	\$
101	S. Peoria Ave., E. 33rd St. to E. 35th Pl. – Planters in 5 MEDIANS & on ROW	\$	\$	\$	\$
102	4500 S. Peoria Ave., east side (1 MEDIAN)	\$	\$	\$	\$
103	5100 S. Peoria Ave., (2 MEDIANS)	\$	\$	\$	\$
104	6800 S. Peoria Ave. (6865) (1 MEDIAN)	\$	\$	\$	\$
105	S. Peoria Ave., west side ROW, E. 68th St. to Riverside Dr.	\$	\$	\$	\$
106	6900 S. Peoria Ave., east side, peninsula to north property line of Planet Fitness UWT	\$	\$	\$	\$
107	S. Yorktown Ave., 6923 to 7100 S. (2 MEDIANS)	\$	\$	\$	\$
108	S. Wheeling Ave., 7100 S. to 8100 S. (12 MEDIANS)	\$	\$	\$	\$
109	N. Lewis Ave. & US75 North, southwest, northeast, and southeast corner/slope areas under US75 UWT	\$	\$	\$	\$
110	S. Lewis Ave. & E. 13th Pl., SE Corner	\$	\$	\$	\$
111	5100 S. Lewis Ave., two medians, north and south of I-44 Overpass	\$	\$	\$	\$
112	S. Lewis Ave., 7100 to just south of 7700 S. Lewis Ave. (2 MEDIANS) UWT	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
113	8100 S. Lewis Ave. (MEDIAN)	\$	\$	\$	\$
114	9100 S. College Ave., southside center median	\$	\$	\$	\$
115	N. Harvard Ave., west side, E. Apache St. to Gilcrease Expressway (3 MEDIANS)	\$	\$	\$	\$
116	N. Harvard ROW, west side of the road from the Gilcrease Expressway north to the railroad tracks	\$	\$	\$	\$
117	N. Harvard Ave., E. Admiral Pl. to E. Pine St. (17 MEDIANS)	\$	\$	\$	\$
118	S. Harvard Ave., E. 21st St. to E. 24th St., east side – ROW	\$	\$	\$	\$
119	S. Harvard Ave., E. 23rd St. to westbound SH51 ON Ramp, west side – ROW	\$	\$	\$	\$
120	S. Harvard Ave., E. 32nd St. to E. 41st St., west side – ROW	\$	\$	\$	\$
121	S. Harvard Ave., east side, E. 56th Pl. to the end of the 1st LOT just south of E. 58th St.	\$	\$	\$	\$
122	S. Harvard Ave. west side, 5700 - 5900 block	\$	\$	\$	\$
123	S. Yale Ave. & I-244 (2 MEDIANS)	\$	\$	\$	\$
124	S. Yale Ave. & E. 31st St., northeast corner – ROW	\$	\$	\$	\$
125	S. Yale Ave., E. 37th Pl. to E. 39th Pl., east side (MEDIAN)	\$	\$	\$	\$
126	3900 S. Yale Ave., west side – ROW	\$	\$	\$	\$
127	S. Yale Ave., E. 43rd St. to E. 47th St., E. side (MEDIAN)	\$	\$	\$	\$
128	S. Yale Ave. & E. 45th St., northeast corner	\$	\$	\$	\$
129	S. Yale Ave., 5400 to 5600, west side – LOTS	\$	\$	\$	\$
130	S. Yale Ave. & E. 57th St., northwest corner – LOT	\$	\$	\$	\$
131	S. Yale Ave., E. 68th St. to S. Zurich Ave., west side – ROW	\$	\$	\$	\$
132	S. Yale Ave., E. 71st St. to E. 81st St. (3 MEDIANS)	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
133	S. Yale Ave., E. 71st St. to E. 81st St., both side – ROW	\$	\$	\$	\$
134	S. Yale Ave. & E. 75th St., southeast corner – LOTS	\$	\$	\$	\$
135	S. Yale Ave. & E. 76th St., southwest corner – LOTS	\$	\$	\$	\$
136	N. Sheridan Rd. & Gilcrease Expressway (2 MEDIANS)	\$	\$	\$	\$
137	S. Sheridan Rd., west side, 2314 S. to 2456 S. Sheridan Rd. (2 MEDIANS)	\$	\$	\$	\$
138	S. Sheridan Rd., east side, 2628 S. to 2732 S. Sheridan Rd. (2 MEDIANS)	\$	\$	\$	\$
139	2628 to 2732 S. Sheridan Rd., west side 2 MEDIANS	\$	\$	\$	\$
140	S. Sheridan Rd., SH51 (1 MEDIAN)	\$	\$	\$	\$
141	S. Sheridan Rd., E. 61st St. to E. 71st St., east side – ROW	\$	\$	\$	\$
142	S. Sheridan Rd., E. 72nd St. to E. 76th St. both sides of the road.	\$	\$	\$	\$
143	S. Sheridan Rd., E. 75th to E. 79th St., west side as needed.	\$	\$	\$	\$
144	9500 S. Sheridan Rd., east side, trail area to east	\$	\$	\$	\$
145	N. Memorial Dr., Gilcrease Expressway to I-244 (15 MEDIANS)	\$	\$	\$	\$
146	N. Memorial Dr. & E. Pine St., northeast corner, ROW, all mowable areas	\$	\$	\$	\$
147	S. Memorial Dr., east side, E. 22nd St., to E. 23rd St. – ROW	\$	\$	\$	\$
148	S. Memorial Dr., west side, E. 22nd St. to 2248 S. Memorial Dr. (1 MEDIAN)	\$	\$	\$	\$
149	2750 S. Memorial Dr., west side (1 MEDIAN)	\$	\$	\$	\$
150	2776 S. Memorial Dr., LOT	\$	\$	\$	\$
151	S. Memorial Dr., E. 31st St. to E. 38th St., east side (4 MEDIANS) UWT	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
152	5700 - 5800 S. Memorial Dr., west side – ROW	\$	\$	\$	\$
153	S. Memorial Dr., E. 41st to E. 101st St. (47 MEDIANS) UWT	\$	\$	\$	\$
154	E. 63rd Pl., 8100 to 8115 E. 63rd Pl. (1 MEDIAN)	\$	\$	\$	\$
155	E. 65th St., 8100 to 8217 E. 65th St. (2 MEDIANS)	\$	\$	\$	\$
156	E. 76th St., west of Memorial Dr. (2 MEDIANS)	\$	\$	\$	\$
157	S. Memorial Dr., E. 74th St. to E. 101st St. – ROW	\$	\$	\$	\$
158	S. Garnett Rd., E. 11th St. to E. 21st St.	\$	\$	\$	\$
159	S. Garnett Rd., E. 21st St. to E. 31st St.	\$	\$	\$	\$
160	S. Garnett Rd., E. 31st St. to E. 41st St.	\$	\$	\$	\$
161	S. Garnett Rd., E. 41st St. to E. 51st St.	\$	\$	\$	\$
162	S. 129th E. Ave. & E. 3rd St., south side of I-44 (1 MEDIAN)	\$	\$	\$	\$
163	S. 129th E. Ave., E. Admiral Pl. to E. 11th St.	\$	\$	\$	\$
164	S. 129th E. Ave., E. 11th St. to E. 21st St.	\$	\$	\$	\$
165	S. 129th E. Ave., E. 21st St. to E. 31st St.	\$	\$	\$	\$
166	S. 129th E. Ave., E. 31st St. to E. 41st St.	\$	\$	\$	\$
167	S. 129th E. Ave., E. 41st St. to E. 51st St.	\$	\$	\$	\$
168	S. 129th E. Ave., E. 55th St. to E. 60th St. medians	\$	\$	\$	\$
169	S. 145th E. Ave., E. 20th St. to E. 24th St. (2 MEDIANS)	\$	\$	\$	\$
170	S. Lansing Ave., east side 100 to 700 UWT	\$	\$	\$	\$
171	S. Madison Ave., west side 600 to 100 North @ Archer St.	\$	\$	\$	\$
172	Off-Ramp from NB US75 to WB E. 7th St., south side to S. Kenosha Ave.	\$	\$	\$	\$
173	S. Madison Ave., west side ROW, south from E. 8th St. to E. 11th St. (between cemetery fence & expressway wall)	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
174	IDL – Southeast interchange, from south side of E.11th St. to north side of E. 15th St., to include trail area and southbound S. Cincinnati Ave. overpass to E. 17th St., both sides from east side of S. Denver Ave., east to west side of S. Peoria Ave. UWT	\$	\$	\$	\$
175	W. 13th St., S. Denver Ave. to S. Boulder Ave., north side.	\$	\$	\$	\$
176	SWC of S. Denver & W. 12th St. – to south side ROW west to end of guardrail at S. Elwood	\$	\$	\$	\$
177	W. 13th St., north side ROW from S. Elwood Ave. east to S. Denver Ave.	\$	\$	\$	\$
178	W. 12th St., north side ROW., from S. Houston east to east end of freeway fence east of IDL overpass	\$	\$	\$	\$
179	W. 12th St., south side, Southwest Blvd. to S. Indian Ave. Include, north side of Riverside Dr. Slope.	\$	\$	\$	\$
180	From W. 17th St., north under I-244 and along west side of Southwest Blvd. to Arkansas River	\$	\$	\$	\$
181	E. Admiral Blvd., southside, N. Utica Ave. west to N. Peoria Ave.	\$	\$	\$	\$
182	E. 1st St., north side, S. Peoria Ave., east to S. Utica Ave.	\$	\$	\$	\$
183	E. 1st St., north side, S. Utica Ave. east to bottom of on-ramp E/B I-244	\$	\$	\$	\$
184	E. Admiral Pl., south side, N. Lewis Ave. west to N. Utica Ave.	\$	\$	\$	\$
185	E. Admiral Pl., south side, N. Delaware Ave. west to N. Lewis Ave.	\$	\$	\$	\$
186	E. Admiral Blvd., north side, from 100' west of S. Atlanta Ave. east to S. Delaware Ave.	\$	\$	\$	\$
187	E. Admiral Pl., south side 2868 west to N. Delaware Ave.	\$	\$	\$	\$
188	E. Admiral Blvd., north side, S. Delaware Ave., east to S. College Ave.	\$	\$	\$	\$

Area # 1 – Curbed Right-of-Ways, Medians, & Miscellaneous Sites

ID	Address	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
189	E. 1st St., north side, S. College Ave. east to S. Harvard Ave.	\$	\$	\$	\$
190	E. Skelly Dr., Riverside Dr. to S. Owasso Ave. UWT	\$	\$	\$	\$
191	EB I-44 Service Road & S. Peoria Ave., SW Corner	\$	\$	\$	\$
192	E. 51st St., S. Quincy Ave. to 1934 E. 51st from curb to behind soundwall and between 2102 and 2200 E. 51st St. between sidewalk and wall. UWT	\$	\$	\$	\$
193	4810 E. Skelly Dr., SWC, eastbound Service Road and S. Yale Ave. UWT	\$	\$	\$	\$
194	S. Yale Ave. & I-44 Service Road, SEC eastbound, closed Burger King, ODOT	\$	\$	\$	\$
195	I-44 Trail, S. Yale Ave. to S. Hudson Ave. – SOUTH SIDE OF WALL ONLY	\$	\$	\$	\$
196	E. 46th St. & S. Yale Ave., SWC, west to Tradewinds East Motel (includes north side of wall on E. 49th Pl., S. Oswego Ave. to S. Knoxville Pl.) UWT	\$	\$	\$	\$
197	E. Skelly Dr., north side, S. Columbia Ave. to 2515 E. Skelly Dr.	\$	\$	\$	\$
198	E. Skelly Dr., north side, S. Victor Ave. west to 1347 E. Skelly Dr. UWT	\$	\$	\$	\$
199	E. Skelly Dr., north side, S. Newport Ave. west to S. Riverside Dr. UWT	\$	\$	\$	\$
Total Bid Price per Mowing Cycle		\$	\$	\$	\$

Hardscape Center Medians

ID	Address
1	Cincinnati Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
2	Peoria Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
3	Memorial Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
4	Harvard Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
5	Lewis Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
6	Delaware Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South

Hardscape Center Medians

ID	Address
7	Utica Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
8	Pittsburgh Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
9	Yale Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
10	Sheridan Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
11	Mingo Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
12	Garnett Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
13	129th E. Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
14	145th E. Ave. – NORTH/SOUTH – Arterial Streets 56th St. North to 121st St. South
15	21st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
16	31st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
17	14th St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
18	15th St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
19	41st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
20	51st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
21	61st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
22	71st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
23	81st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
24	91st St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
25	36th St. North – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
26	Apache – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
27	Virgin St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
28	Pine St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
29	Admiral St. – East/West Arterial Streets – Cincinnati/Riverside Dr. to 193rd E. Ave.
30	21 st St./23rd St. West – EAST/WEST Streets – 56th St. North – 121st St. South
31	31st CT. – EAST/WEST Streets – 56th St. North – 121st St. South
32	Tacoma Ave. – EAST/WEST Streets – 56th St. North – 121st St. South
33	41st St. West – EAST/WEST Streets – 56th St. North – 121st St. South

Hardscape Center Medians

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

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

Example Deficiency Report



Tulsa
A New Kind of Energy.

9/11/2017 Streets & Stormwater Dept.
Street Maintenance Division
City of Tulsa at 450 W 23rd St
Tulsa, OK 74107

Deficiency Report

MOWING

DATE & TIME: _____

DEFICIENCIES: LITTER ___ POOR TRIMMIN/EDGING _____ NOT FULLY MOWED _____

_____ WAS COMPLETED ON
INSPECTOR'S SIGNATURE

DATE REWORKED: _____

CONTRACTOR'S SIGNATURE

DATE REINSPECTED _____

APPROVED: _____ YES _____ NO _____

COMMENTS: _____

DATE: _____

INSPECTOR'S SIGNATURE

MISCELLANEOUS NOTES: _____

EXHIBIT A – DELIVERY AND PRICING**Bidder's Legal Name:** _____

(Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

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

Pricing:**(ESTIMATED QUANTITIES FOR EVALUATION PURPOSES ONLY)****A cycle consists of 14, 21, 28, or 45 days.****Unless noted each ID will consist of both sides of Right-of-Ways.**

Description	14-Day Cycle Price	21-Day Cycle Price	28-Day Cycle Price	45-Day Cycle Price
Mowing – Curbed Right-of-Ways, Medians, & Miscellaneous Sites	\$	\$	\$	\$

Description	Pre-Emergence January-March	Post-Emergence September-November
Spraying – Curbed Right-of-Ways, Medians, & Miscellaneous Sites	\$	\$

Totals for Hardscape Center Medians

Description	Quantity (estimated)	Unit Cost	Extended Cost
Applying chemicals, weed eating, and removing debris from hardscape center medians once yearly. (Includes cost of chemicals & equipment) *	200 hours	\$ /per hour	\$

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

Additional Services

Item	Description	Price	Unit of Measure
1	Additional Service per mowing specifications	\$	per man hour
2	Additional Service per mowing specifications For Standard Residential Lot, With or Without Structure, Less Than One Half Acre	\$	per lot
3	Additional Service per mowing specifications For Parcels, With or Without Structure, More Than One Half Acre	\$	per acre
4	Miscellaneous Litter Pickup	\$	per man hour
5	Tree and brush trimming and disposal	\$	per man hour

Additional Services			
Item	Description	Price	Unit of Measure
6	Tree and brush chipping and disposal	\$	per cubic yard
7	Total tree removal (flush with ground)	\$	per inch diameter
8	General labor	\$	per man hour

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods:

- a. The increase is limited to the change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year
- b. Or the following fixed percentage: _____ %.

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

Addenda

The Bidder acknowledges receipt of Addenda to the IFB as follows. (Please write in each Addenda number issued, if applicable):

Addenda # Addenda # Addenda # Addenda # Addenda #

State of Organization: _____

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

- ☐ Sole Proprietorship ☐ Limited Partnership
☐ Partnership ☐ Limited Liability Partnership
☐ Corporation ☐ Limited Liability Limited Partnership
☐ Limited Liability Company ☐ Other: _____

Bidder's Address: _____
 Street City State Zip Code

Bidder's Website Address:

Sales Contact:

Name: _____

Title/Position:

Street: _____

Contact for Legal Notice:

Name: _____

Title/Position:

Street: _____

City: _____

City: _____

State: _____

State: _____

Phone: _____

Phone: _____

Email: _____

Email: _____

How did you learn about this business opportunity with the City of Tulsa?

- ☐ Email from Assigned Buyer
- ☐ City of Tulsa Website
- ☐ Tulsa World posting
- ☐ Purchasing search engine
- ☐ Industry colleague
- ☐ Other: _____

AFFIDAVIT
NON-COLLUSION, INTEREST, AND CLAIMANT

STATE OF _____)
COUNTY OF _____)ss.

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 proposal 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 respond at a fixed price or to refrain from responding,
 - 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.
4. No officer or employee of the City of Tulsa either directly or indirectly owns a five percent (5%) interest or more in the Bidders 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 Bidders business which is less than a controlling interest, either direct or indirect.

5. All invoices to be submitted pursuant to this agreement with the City of Tulsa will be true and correct.
6. That the work, services or material furnished will be completed or supplied in accordance with the plans, specifications, orders, requests or contract furnished or executed by the affiant. Affiant further states that (s)he has made no payment directly or indirectly to any elected official, officer or employee of the City of Tulsa or of any public trust where the City of Tulsa is a beneficiary, of money or any other thing of value to obtain payment of the invoice or procure the contract or purchase order pursuant to which an invoice is submitted. Affiant further certifies that (s)he has complied with all applicable laws regarding equal employment opportunity.

By: _____
Signature
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

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions 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 DBA and address) (the "Seller").

WITNESSETH:

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

TAC 1264 Citywide Landscaping Area # 1

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

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

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-V, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulspurchasing.org

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies 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.

PURCHASE AGREEMENT

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4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to 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. City's continuing purchase of the Supplies 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 City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **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. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, 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.

PURCHASE AGREEMENT

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies 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.).
16. **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 this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply, and ensure its subcontractors used in the performance of this Agreement comply 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 its subcontractors to be used in the performance of this 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.
18. **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 City terminates this Agreement, City shall be liable only for payment for Supplies 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.
19. **Payment.** Invoices should be e-mailed to the 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 Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.

20. **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. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
21. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller 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, Seller shall maintain the records 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.
22. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:	To CITY:	Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form. City Clerk CITY OF TULSA, OKLAHOMA 175 E. 2 nd Street, Suite 260 Tulsa, Oklahoma 74103
	With a copy to:	Tulsa Purchasing Division 175 E. 2 nd Street, 15 th Floor Tulsa, OK 74103
23. **Relationship of Parties.** The Seller is and shall always remain 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 will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment

PURCHASE AGREEMENT

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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 will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will 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.

24. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
25. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
26. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
27. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement
28. **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.
29. **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.
30. **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.
31. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
32. **Amendment/No Assignment.** The 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 Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
33. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
34. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 34.1. 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;
 - 34.2. 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;
 - 34.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

PURCHASE AGREEMENT

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34.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and

34.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

35. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.

36. **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.

IMPORTANT NOTE: This document must be signed by Authorized Agent. 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: _____

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

ATTEST:

By: _____

Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk's Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder's Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Notice of Invitation for Bid (Cover page and Sections I-IV)	1-2, 8-11	
Specifications	3-7	
References (if applicable)	12	
Attachment A – Worksheet	13-26	
EXHIBIT A: Delivery and Pricing	28-30	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	31	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	32-36	

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa – City Clerk’s Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 1264

BID DESCRIPTION: Citywide Landscaping Area # 1

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled “Original,” the other labeled “Copy.” We recommend that both Bids (original and copy) be sent in the same envelope.

This label is designed to assist Your Bid in getting to the correct office (City Clerk’s) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk’s Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.