

March 22, 2023

INVITATION FOR BID TAC 185F

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:

DB3006	Sheridan Park Pond	10400 South 67 East Avenue	3.00
DB3008	Airport Industrial Center	1100 N 143 East Avenue	2.65
DB3014	Chimney Hills S Extension	9100 South 69 East Avenue	3.00
DB3015	Chimney Hills - B	8700 South 72 East Avenue	0.74
DB3019	Livingstone Park	6500 South Pittsburg	0.28
DB3021	Oakleaf B	9100 South 85 East Avenue	2.86
DB3027	Silver Oaks III	7800 South Urbana	0.68
DB3029	Summerfield B	3300 South 141 East Avenue	1.03
DB3033	Town Center II	4500 South Garnett	8.19
DB3034	Wedgewood VIII	6100 South 110 East Avenue	3.40
DB3037	Woodland Meadows	7700 South 88 East Avenue	1.37
DB3038	Woodland Hills Mall	6600 South 90 East Avenue	12.04
DB3039	Woodland View Park South	6100 South 87 East Avenue	1.24
DB3044	Alsuma	4800 South 101 East Avenue	8.50
DB3047	Greenwood	701 E Marshall Street	9.50
DB3050	Greenwood	620 E Latimer Street	9.50
DB3058	Detention Pond - Camelot	10300 South Granite	9.00
DB3061	Wexford	10300 South Yale	3.00
DB3069	RB-11 Sanditan	4700 South 109 East Avenue	30.71

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

DB3070	RB-12 Golden Valley	10700 E 56 Street	50.00
DB3075	Winsor Park South	7100 South Oswego	2.75
DB3077	Southern Tribs Rb-9	4100 South 118 East Avenue	20.51
DB3084	Osage Extension 1	2900 N Cincinnati	8.50
DB3085	Osage Extension 2	3000 N Cincinnati	2.10
DB3087	LB-11BL Alexander Trust	4500 South 91 East Avenue	12.50
DB3088	Vern Rayburn	4800 W 8 Street	6.00
DB3090	Detention Pond	1500 South Cincinnati	1.00
DB3091	(Street Widening Pond)	2400 South Garnett	11.84
DB3111	Quiktrip	6100 South Highway 169	7.73

Changed to:

DB3006	Sheridan Park Pond	10325 South 67 East Avenue	3.00
DB3008	Airport Industrial Center	14200 East Marshall	2.65
DB3014	Chimney Hills S Extension	6901 East 91st Street	3.00
DB3015	Chimney Hills - B	7200 East 87th East Place	0.74
DB3019	Livingstone Park	6410 South Pittsburg	0.28
DB3021	Oakleaf A	9200 East 91st St.	2.86
DB3027	Silver Oaks III	4612 East 78th Street	0.68
DB3029	Summerfield B	14100 East 33rd Street	1.03
DB3033	Town Center II	4404 South 109th East Avenue	8.19
DB3034	Wedgewood VIII	10906 East 61st Street	3.40
DB3037	Woodland Meadows	8814 East 77th Street	1.37
DB3038	Woodland Hills Mall	8801 East 68th Street	12.64
DB3039	Woodland View Park South	8641 East 61st Street	1.24
DB3044	Alsuma	9601 East 51st Street	8.50
DB3047	Greenwood – Carver	701 E Marshall Street	9.50
DB3050	Greenwood B.S. Roberts	620 E Latimer Street	9.50
DB3058	Detention Pond - Camelot	5616 East 104th Street	9.00
DB3061	Wexford	4943 East 103rd Street	3.00
DB3069	RB-11 Sanditen	4700 South 109 East Avenue	30.71
DB3070	RB-12 Golden Valley	10700 East 61st Street	50.00
DB3075	Windsor Park South	7100 South Oswego	2.75
DB3077	Southern Tribs Rb-9, OXY	4100 South 118 East Avenue	20.51
DB3084	Osage Extension 1	3100 N Cincinnati	8.50
DB3085	Osage Extension 2	3500 N Cincinnati	2.10
DB3087	LB-11BL Alexander Trust	4381 South 91 East Avenue	12.50

IFB Rev 11/2022

DB3088	Vern Rayburn	1013 South 49th West Avenue	6.00
DB3090	Center Point Detention Pond	115 East 15th Street	1.00
DB3091	McCullough Detention Pond	2400 South Garnett	11.84
DB3111	Quiktrip Pond	10738 East 61st Street	7.73

ADDITIONS:

General Specifications:

Ozone Days: No Mowing Will Be Allowed On Ozone Days

Adjustments to cycle completion will be accepted for rain days and delays due to wet conditions.

An on-site inspection of bidder's equipment may be required as part of the evaluation process.

General Specifications, B. Grounds mowing:

A minimum of 2 (two) tractors with flail mowers are required for this contract.

General Specifications, C. Weeds/grass trimming:

A minimum of 3 (three) two-person trim crews are required for this contract.

Invitation for Bid (IFB)

TAC 185F

Supplies or Services Requested: Drainage Mowing and Trimming

Department: Streets and Stormwater

NIGP Commodity Code(s):

988-36

Solicitation Schedule

EVENT	DATE
IFB Issue Date	03/10/2023
Pre-Bid Conference 175 East 2 nd St, Conf Rm 10 South, Tulsa, OK 74103	03/21/2023 at 1:30 PM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	03/27/2023 <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>	04/05/2023

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 185F** 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.***



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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 to perform drainage mowing and trimming for the Streets and Stormwater Department of the City of Tulsa.

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 to perform drainage mowing and trimming for the Streets and Stormwater Department of the City of Tulsa.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the 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.

Absolutely no items over 500lbs. may be directly shipped to the City requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

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

For purposes of the Specifications, "City Representative" shall mean "Stormwater/Vegetation Management Section Representative."

GENERAL REQUIREMENTS:

All materials, tools, and equipment used in performing the work outlined in these Specifications will be furnished by the Seller and must be removed from the site at the end of each working day or upon the request of the City Representative at any time.

The authorized City Representative must be provided with a valid phone number and address of the Seller at all times.

The Seller shall not apply nor cause to be applied chemicals, herbicides (weed killers), insecticides, fungicides, or fertilizers without written approval from the City Representative. All chemical tanks will be subject to random testing by the City of Tulsa or the Oklahoma Department of Agriculture. Under no circumstance will application of herbicide be allowed in tree wells.

The Seller shall notify the authorized City Representative at least twenty-four (24) hours prior to conducting maintenance operations.

If an Agreement violation is determined by the City Representative, he/she can stop the Seller's work until the Seller corrects the violation. Seller's failure to correct Agreement violations (such as touch up work completed within 5 working days) shall give the City of Tulsa the right to terminate the Agreement.

The work may not be sub-contracted to any other company or individual without requesting such in writing and receiving prior written consent from the City Representative.

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.

The Seller shall be responsible for compliance 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.

Payment Prerequisite:

The City shall make payment to the Seller on all approved invoices submitted to the Finance/Accounts Payable Division. The Seller shall submit to the City Representative a completed work report to verify work completed at each site. Upon the City Representative's approval, the City Representative will sign and retain the work list for verification of submitted invoices. Invoices will not be approved for payment without this verification. The Seller shall submit copies of all invoices to the City Representative.

Location Security Violation:

For each violation of the Location Security Requirement set forth below, Seller will pay City \$50.00.

GENERAL SPECIFICATIONS:

Ozone Days: No Mowing Will Be Allowed On Ozone Days

Adjustments to cycle completion will be accepted for rain days and delays due to wet conditions.

An on-site inspection of bidder's equipment may be required as part of the evaluation process.

In accordance with these general Specifications and/or as directed by the Stormwater/Vegetation Management Section, the Seller shall be responsible for:

- A. **Initial property clean-up:** Prior to the Seller's first mowing and trimming, the property will be initially cleaned of litter, debris, dead limbs, etc. by the City.
- B. **Grounds mowing:** All turf must be mowed every fourteen (14) days or twenty-one (21) days as directed by the City Representative during the months of April through October at a height of four (4) inches, with a fine cut mowing blade (no brush hog-type mowers). Mowing height may be adjusted only by written directive by City Representative. A minimum of 2 (two) tractors with flail mowers are required for this contract.
- C. **Weeds/grass trimming:** Remove or spray grass and weeds growing around trees, poles, sidewalks, trails, culverts, or bridges at least once every fourteen (14) days or twenty-one (21) days as directed by the City Representative. All trimming must be completed within 48 hours of mowing each site. A minimum of 3 (three) two-person trim crews are required for this contract. Edging must be performed along curb lines, concrete structures, pads, and sidewalks every four (4) or six (6) weeks unless needed more often. Turf clippings that are heavy or smothering after mowing are to be removed.
- D. **Litter:** The Seller shall remove all litter from the site before each mowing and at least once every fourteen (14) days or twenty-one (21) days as directed by the City Representative. Exceptions shall be where, given proper notification by Seller prior to mowing, the City will perform cleanup of excessively large amounts of litter which resulted from dumping and/or redistribution by nature, including but not limited to high winds, water. Litter receptacles are to be provided and emptied by the Seller as needed. All grass and leaf clippings shall be swept

and removed from sidewalks, bicycle paths, jogging trails, streets, and maintenance trails after mowing. Some sites may be excused from the litter receptacle requirement by the City Representative.

- E. **Hazard removal/hazard notification:** Pick up and remove all broken glass from sidewalks and other hard surfaces and turf areas as needed, but at least once every fourteen (14) days or twenty-one (21) days as directed by the City Representative prior to mowing. Seller shall notify the City Representative of all hazards found within the mowing area. Seller shall immediately notify the City Representative of hazards which may affect the safety of the public and which need to be corrected by the City.
- F. **Damaged property:** The Seller shall immediately notify the City Representative of damaged plant materials resulting from mechanical injury or storm damage and of any hazardous conditions. The Seller shall be responsible for repairs on all plant materials damaged by its employees or equipment during maintenance performance and be responsible for replacement of all trees, shrubs, and groundcovers destroyed by Seller's employees and equipment during performance of maintenance work. The City Representative will determine the degree of damage. Seller will confer with the City Representative before replacement of any dead or damaged materials to be planted. Turf damage will be corrected including reseeding or sodding of the damaged areas at the Seller's expense. The Seller will be responsible for repairs to all damage to irrigation systems, which occurs due to mowing operations. The Seller will be responsible to repair or replace private property including fences, turf, plants, irrigation systems, etc. caused by damage from activities of this Agreement.
- G. **Additional locations:** Additional mowing locations may be added by City over the course of the Agreement and Seller shall mow at the per acre rate after the initial clean-up of each location.
- H. **Location Security:** Seller shall secure the location by closing and locking the location access gate(s) when leaving unattended, and /or after completing work in, the immediate area. Seller will be penalized for failing to comply with this requirement. Violation of this requirement must be observed and recorded by the City Representative within 24 hours of Seller's departure from the area and in close proximity to the location access gate(s).

Section Representative:

All work is coordinated by, reported to, and approved for payment through the City Representative. The City Representative will be available for consultation from the start of the Agreement until its completion. Section representative(s) will answer any questions about the maintenance areas.

Location Descriptions:

Acquisition Lots

Code	Name	Address	Acres
AL1006	Mingo	200 South 94 East Avenue	90.00
AL1007	Audubon	3000 South 86 East Avenue	11.30
AL1008	Coal Creek	5200 E Woodrow	3.17
AL1009	Crow Creek	3200 South Detroit	0.54
AL1010	Flatrock	4100 N Lewis	7.20
AL1011	Flatrock	2735 E 49 Street N	1.50
AL1012	Dirty Butter	100 E Tecumseh	0.46

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
AL1013	Dirty Butter	1520 N Denver	0.45
AL1015	Harlow Creek	4500 W Easton	1.66
AL1016	Garden City	3700 South Galveston	5.10
AL1029	Sweetbriar East Extension	7700 South 73 East Avenue	0.75
AL1030	Springdale	1800 N Wheeling	26.00
AL1031	Apache Street Bridge	900 E Apache	7.10
AL1032	Holiday Park	10759 E Admiral Place	26.00
AL1033	Cherokee Pool Lot	1632 South 119 East Avenue	0.16
AL1034	Kingston Sump	6100 E Reading	2.00
AL1035	Redfork	4500 South Yukon	1.60
AL1036	Mingo 11 Street TO 17 Street	1100 South 94 East Avenue	18.00
AL1038	Cooley Lake	12326 E Archer	7.58
AL1039	Vern Rayburn	4700 W 8 Street	4.00
AL1040	Carmen Ministries	8500 South Memorial	3.50
AL1042	Dirty Butter	2200 N Lansing	2.50
AL1043	Xyler Detention Lot	2301 N Atlanta Ct	1.00
AL1044	Sungate Lots	6898 E 56 Street	0.75
AL1045	Mill Creek	5950 E 11 Street	2.40
AL1046	Hager Flood Buyout	8502 South Elwood	11.00
AL1048	Upper Mingo Lots	6519 South 78 East Avenue	1.00
AL1050	House Lot	2625 E 22 Place	0.50
AL1051	Dirty Butter	1726 E 31 Place N	1.00
AL1052	Lot 9 Block 1 Walter Foster Addition	4154-6 E 33 Street	0.30
AL1053	Elm Creek Acquisition	1404 E Admiral Place	0.20
AL1054	Eastland	2150 South 120 East Avenue	1.50
AL1055	Lot 18 Block 6 Midway Addition	1623 E 4 Street	0.20
AL1056	Cooley Lake B	11391 E Archer Street	4.70
AL1058	Hager Acquisition	8901 South 33 W Avenue	3.80
AL1059	Lot 6 Block 1 Lynn Lane Estates	17212 E 11 Street	7.30
AL1060	Valley View Lot	531 E 51 Place N	0.25
AL1061	Lot 19 Block 1 Bridle Trails Estates	10524 South 77 East Avenue	1.00
AL1062	Kingsbury II Reserve A and B	9200 South 71 East Avenue	3.00
AL1063	Lot 8 and 9 Magic Circle	1746 South 110 East Avenue	0.50
AL1064	Lot 9 Block 3 Meadowbrook Heights	405 South 129 East Avenue	0.50
AL1065	Dirty Butter Trail Acquisition	675 E Tecumseh	6.61
AL1066	Valley View Lot	410 E 58th Street N	0.25
AL1067	Darlington Acquisition	2100 N Darlington Avenue 2207 N Darlington Place	4.15

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
AL1068	Vienna Woods Drainage Acquisition	6929 South Knoxville Place	0.25
AL1069	5525 E Ute	5525 E Ute	0.50
AL1070	1225 South 141 East Avenue	1225 South 141 East Avenue	0.30
AL1071	13311 E 27 Street South	13311 E 27 Street South	0.25
AL1072	Lot 11 and 12 Hackathorn Addition	423 South Trenton	0.32
AL1073	Lot 14 Block 4 Town and Country	3829 E 72 Street	0.70
AL1074	Crow Creek Acquisition	1030 E 32 Place	0.32
AL1075	Magic Circle Acquisition	1722 South 106 East Avenue	0.25
AL1076	Lot 2 Block 7 Walnut Creek III	3027 E 82 Street	2.25
AL1077	Voluntary Flood Acquisition	9550 E Latimer Street	0.34
AL1078	Lot 1 Block 1 Mountain Manor 2	2929 W 53 Street	0.25
AL1079	Lot 29 Block 15 Magic Circle	1820 South 106 East Avenue	0.25
AL1080	Lot 24 Block 1 Rustic Hills	5817 South New Haven	0.25
AL1081	Castles Acquisition	3815 E 58 Street	0.81
AL1082	Bridle Trails Estates Acquisition 2	10209 and 10221 South 76 East Avenue	2.10
AL1083	Lot 2 Block 1 Southridge Estates 3	7255 South Pittsburg	0.50
AL1084	Lewiston Gardens Acquisition	2415 E 18 Street and 2412 E 17 Place	0.25
AL1086	4415 E 38 Street	4415 E 38 Street	0.25
AL1087	Elm Creek Acquisition	1536 E 8 Street	0.25
AL1088	Elm Creek Acquisition	1007 E 5 Street	0.25
AL1089	Crow Creek Acquisition	3202 South Peoria Avenue	1.15
AL1090	Arrowwood Acquisition	4508 E 39 Street	0.17
AL1091	BS Roberts Park	1000 N Greenwood	9.44
AL1092	Kirkmore Acquisition	2550 – 2552 South Jamestown	0.50
AL1093	Coal Creek Acquisition	1041 N Oswego	0.25
AL1094	2818 E 38 Street	2818 E 38 Street	0.50
AL1097	Hammond Acquisition	3812 E 58 Street	0.65
AL1098	Lyons Donation	7600 E 83 Street	0.30
AL1100	Tupelo Acquisition	2127 South 125 East Avenue	2.37
AL1101	Lewiston Gardens Acquisition	2431 E 17 Place	0.25
AL1102	Lot 17 Block 1 Rustic Hills	3916 E 59 Street	0.50
AL1103	Acquisition Lot	2920 South Delaware Avenue	0.25
AL1104	Pete Rose Acquisition	522 South 90 East Avenue	0.25
AL1105	TDA Lot	1201 E 5 Street	0.14
AL1106	TDA Lot	1020 E 5 Street	0.16
AL1107	TDA Lot	1115 E 5 Place	0.16
AL1108	TDA Lot	507 South Norfolk Avenue	0.30
AL1109	TDA Lot	1645 N Greenwood Place	0.57

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
AL1110	TDA Lot	1643 N Greenwood Avenue	0.32
AL1111	TDA Lot	2143 N Lansing Avenue	0.31
AL1112	TDA Lot	630 E Seminole Place	0.91
AL1113	TDA Lot	557 E Seminole Place	0.21
AL1114	TDA Lot	240 E Ute Place	0.41
AL1115	TDA Lot	232 E Ute Place	0.41
AL1116	TDA Lot	2129 N Garrison Place	0.34
AL1117	TDA Lot	2148 N Garrison Place	0.20
AL1118	TDA Lot	5808 N Frankfort Avenue	0.18
AL1119	Rockford Acquisition	703 N Rockford Avenue	0.23
AL1120	Bridle Trails West	10115 South 76 E Avenue	0.82
AL1121	Bridle Trails East	10112 South 77 E Avenue	0.89
AL1122	Pearl District Acquisition	702 South St Louis Avenue	0.25
AL1123	Parkview Acquisition Lot	2116 W Easton Street	1.88
AL1124	Dirty Butter Acquisition Lot	316 E Virgin Street N	0.27
AL1125	Coal-Acquisition	3025 N Erie Avenue	10.45
AL1126	Haikey Acquisition Lot	9300 South Mingo Rd	6.10
AL1127	Mill Creek	8526 E 12 Street	0.41
AL1128	Fred Creek I Acquisition Lot	3832 E 72 Street	0.79
AL1129	Fred Creek II Acquisition Lot	3714 E 72 Street	0.75
AL1130	Lot 8 Block3 Crow Acquisition Lot II	2142 South Delaware Court	0.17
AL1132	West Park Acquisition Lot	2424 E 4 Street South	0.18
AL1133	Bridle Trails Estate North	7463 E 101 Street South	2.81
AL1134	Hager A	201 W 81 Street (N Side of 81 Street South)	2.46
AL1135	Hager B	260 W 81 Street (S Side of 81 Street South)	1.33
AL1136	Hager C	260 W 81 Street South	1.19
AL1137	Hager D	245 W 81 Street South	2.52
AL1138	Owen	6 South Quanah Avenue	0.18
AL1139	Angel Wing	7100 South Union Avenue	4.37
AL1140	Southridge Estates A	4330 E 74 Place South	0.34
AL1141	Southridge Estates B	4322 E 74 Place South	0.34
AL1142	Walnut Creek A	8201 South Gary Avenue	0.21
AL1143	Park Dale A	708 South Trenton Avenue	0.16
AL1144	Park Dale B	710 South Trenton Avenue	0.16
AL1145	Crow Creek A	1031 E 33 Place South	0.10
AL1146	Owen II	18 South Quanah Avenue	0.06
AL1147	Sunset Terrace	2804 South Cincinnati	0.40
AL1148	Central Park Place	511 South Madison Avenue	0.08
AL1149	Ranch Acres	3908 South Evanston	0.52

Code	Name	Address	Acres
AL1150	Harte's Resub	2620 E 22 Street	0.24
AL1151	Owen III	32 South Quanah Avenue	0.18
AL1153	Valley View Lot	4137 N. Frankfort Pl.	0.22
AL1174	West Rope Acres A	1108 N. Quebec Avenue	0.69

Detention Ponds

Code	Name	Address	Acres
DB3001	Walnut Creek	3200 E 85 Place	1.15
DB3002	Shadow Mountain	7300 E 61 Place (Two Ponds)	0.81
DB3003	Wedgewood VI	6300 South 109 East Avenue	2.68
DB3004	Livingstone Park	6100 South Richmond	3.27
DB3005	Shadow Mountain	6614 E 65 Place	0.30
DB3006	Sheridan Park Pond	10325 South 67 East Avenue	3.00
DB3007	Osage Detention Pond	1101 W Pine Street	35.00
DB3008	Airport Industrial Center	14200 East Marshall	2.65
DB3009	Airport Industrial Center	1200 N 143 East Avenue	1.10
DB3010	Brookwood II	8300 South Urbana	4.88
DB3011	Bishop Tract	3600 South 103 East Avenue	32.75
DB3012	Burning Tree	6400 South 89 East Avenue	1.00
DB3013	Burning Tree	6600 South 90 East Avenue	1.00
DB3014	Chimney Hills S Extension	6901 East 91 st Street	3.00
DB3015	Chimney Hills - B	7200 East 87 th East Place	0.74
DB3016	Chimney Hills	9100 South 72 East Avenue	2.27
DB3017	Fieldstone	5500 E 115 Street	1.83
DB3018	Highfield	4200 E 109 Street	1.47
DB3019	Livingstone Park	6410 South Pittsburg	0.28
DB3020	Oakleaf B	8800 E 91 Place	2.75
DB3021	Oakleaf A	9200 East 91 st St.	2.86
DB3022	Porkchop (Metcalf)	1200 South Mingo Rd	41.87
DB3023	Park Plaza East III	3700 South 130 East Avenue	11.25
DB3024	Pleasant Valley East	8100 South Joplin	2.41
DB3025	Shadow Mountain A	6900 South 78 East Avenue	0.35
DB3027	Silver Oaks III	4612 East 78 th Street	0.68
DB3028	Summerfield A	3600 South 137 East Avenue	1.83
DB3029	Summerfield B	14100 East 33 rd Street	1.03
DB3030	Summerfield C	3300 South 137 East Avenue	0.88
DB3031	Sun Meadow II	9700 South Yale	2.00
DB3032	Sweetbrier E Extension	7528 E 77 Street	1.20
DB3033	Town Center II	4404 South 109 th East Avenue	8.19

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
DB3034	Wedgewood VIII	10906 East 61 st Street	3.40
DB3035	Whispering Meadows	2800 South 123 East Avenue	13.22
DB3036	Woodland Meadows	8100 South 86 East Avenue	1.98
DB3037	Woodland Meadows	8814 East 77 th Street	1.37
DB3038	Woodland Hills Mall	8801 East 68 th Street	12.64
DB3039	Woodland View Park South	8641 East 61 st Street	1.24
DB3040	Tupelo	1500 South 115 East Avenue	33.00
DB3041	Proposed Detention Pond	2100 South 119 East Avenue	5.00
DB3042	Minshall Park II	7600 South Sheridan	7.50
DB3043	Mayfair	5100 W 1	7.50
DB3044	Alsuma	9601 East 51 st Street	8.50
DB3047	Greenwood – Carver	701 E Marshall Street	9.50
DB3048	Bridle Trails	9800 South 74 East Avenue	22.90
DB3050	Greenwood B.S. Roberts	620 E Latimer Street	9.50
DB3051	Woodland Hills South	7400 South 89 East Avenue	10.40
DB3052	Woodland Hills South	7400 South 88 East Avenue	7.20
DB3053	Woodland Hills South	7400 South 87 East Avenue	6.20
DB3055	Park Terrance South II	3900 South 117 East Avenue	0.76
DB3057	Jones Detention Pond	1400 South 77 East Avenue	14.60
DB3058	Detention Pond - Camelot	5616 East 104th Street	9.00
DB3060	East Park	2800 South 129 East Avenue	8.80
DB3061	Wexford	4943 East 103 rd Street	3.00
DB3062	Sheridan South	9300 South Norwood	1.93
DB3063	Chimney Hills D	8700 South Memorial	5.00
DB3064	Redford	2100 South 101 East Avenue	19.00
DB3065	Nelson Detention Pond	2501 South 92 East Avenue	28.00
DB3066	Longview Detention Pond	2626 South 96 East Avenue	15.50
DB3069	RB-11 Sanditen	4700 South 109 East Avenue	30.71
DB3070	RB-12 Golden Valley	10700 East 61 st Street	50.00
DB3071	Hampton S Offsite Detention P-18	7500 South Garnett	16.14
DB3072	Heatherridge Wetlands	9300 South 71 East Avenue	6.50
DB3073	Woodfield	6246 E 116th Street	3.87
DB3074	Hunters Bend	11100 South Yale	6.76
DB3075	Windsor Park South	7100 South Oswego	2.75
DB3076	Forest Park	11500 South Granite	3.59
DB3077	Southern Tribs Rb-9, OXY	4100 South 118 East Avenue	20.51
DB3078	East Central High School Rb6a	12150 E 11 Street	22.69
DB3079	LB-7 U 2	1350 South Joplin Avenue	12.18

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
DB3080	LB-7 E L	1419 South 79 East Avenue	8.11
DB3081	RB-6-C Lewis And Clark	1000 South Garnett Rd	12.34
DB3084	Osage Extension 1	3100 N Cincinnati	8.50
DB3085	Osage Extension 2	3500 N Cincinnati	2.10
DB3086	Brookwood	8100 South Yale	13.60
DB3087	LB-11BL Alexander Trust	4381 South 91 East Avenue	12.50
DB3088	Vern Rayburn	1013 South 49 th West Avenue	6.00
DB3089	RB8A Brookhollow	11707 E 31 Street	37.00
DB3090	Center Point Detention Pond	115 East 15 th Street	1.00
DB3091	McCullough Detention Pond	2400 South Garnett	11.84
DB3092	MS-06 (Carol Williams)	600 South Mingo Rd	4.50
DB3093	Sherrelwood Detention Pond	7100 South Birmingham	0.77
DB3094	Smittle Detention Pond	2200 South 133 East Avenue	4.66
DB3096	Magic Circle Detention Pond	11102 E 17 Place	0.75
DB3097	Hwy 11 Wetlands	3241 N Birmingham	2.50
DB3099	Yale Widening Pond	7211 South Urbana Avenue	2.40
DB3100	W.R.A.P. (Wal-Mart) Pond	10938 South Memorial Dr	4.56
DB3101	Cloverdale	1572 South 79 East Avenue	0.25
DB3102	Forest Meadows	5738 E 102 Place	2.45
DB3111	Quiktrip Pond	10738 East 61 st Street	7.73
DB3113	Dirty Butter	3200 N. Peoria	6.04
DB3114	Gilcrease Northeast	1701 N. Union Ave.	9.17
DB3115	Gilcrease Southeast	1700 N. Union Ave.	3.71
DB3116	Gilcrease Northwest	2501 Gilcrease Expressway	9.15
DB3117	Gilcrease Southwest	2500 Gilcrease Expressway	9.74
DB3118	Briar Glen East	12506 E. 35th St. S.	1.75
DB3119	Gilcrease Museum	1900 N. Union (Wet Pond)	3.80
DB3120	Wilshire Manor	2147 S. Delaware Ct.	1.41
DB3121	Metro Park Pond	6100 S. 118th E. Ave.	2.88
DB3124	Edison Pond	5700 W. Edison Street	6.06

Channels Earthen and Lined

Code	Name	Address	Acres
EC4001	Brookhollow Creek	3100 South 101 East Avenue	13.81
EC4002	Brookhollow Creek	3100 South 108 East Avenue	4.90
EC4003	Brookhollow Creek	2800 South 123 East Avenue	3.50
EC4004	Catfish Creek (55th Pl & 169)	5500 South 109 East Avenue	2.25
EC4005	Cherry Creek	3700 South Quanah Avenue	13.39

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
EC4006	Cherry Creek	4800 South Elwood Avenue	3.60
EC4007	Coal Creek	2100 N Darlington Avenue	2.40
EC4008	Cooley Creek	10755 E Admiral Pl	1.50
EC4009	Flat Rock Creek Tributary	3429 N Birmingham Avenue	1.02
EC4010	Flat Rock Creek	4300 N Cincinnati Avenue	20.00
EC4011	Flat Rock Creek	4100 N Lewis Avenue	0.96
EC4012	Flat Rock Creek Tributary	3200 E 32 Street N	1.90
EC4013	Fred Creek	8000 South Wheeling Avenue	0.80
EC4015	Fred Creek (Southwood)	8100 South Evanston Avenue	0.18
EC4017	Haikey Creek, West Branch	7600 South Mingo Rd	0.75
EC4019	Joe Creek	7800 South Trenton	30.85
EC4023	Little Haikey Creek	9100 South 89 East Avenue	0.25
EC4026	Mill Creek	6100 E 11 Street	0.17
EC4027	Mill Creek (Pipeyard Outfall)	6100 E 13 Street	0.11
EC4028	Mingo Creek	10600 E 36 Street N	21.38
EC4029	Mingo Creek (Rr To I-244)	10200 E Pine Street	26.85
EC4030	Mingo Creek (I-244 To 11th)	200 South Mingo Rd	36.84
EC4031	Mingo Creek (11th To Liner)	2000 South 97 East Avenue	32.83
EC4032	Mingo Creek (Liner To Hicks)	3100 South 93 East Avenue	17.97
EC4033	Mingo Creek (Hicks To 41st)	3900 South 103 East Avenue	19.86
EC4034	Mingo Creek (41st To BA)	4100 South 103 East Avenue	5.00
EC4035	Mingo Creek (BA To 51st)	5100 South 108 East Avenue	6.54
EC4036	Mingo Creek	5800 South Mingo Rd	9.60
EC4037	Mingo Creek	6800 South Memorial Dr	0.90
EC4040	Spunky Creek Tributary B	16300 E Admiral Pl	0.08
EC4041	Sugar Creek (Mingo Cr To Garnett)	10900 E 39 Pl	14.00
EC4042	Valley View (Flatrock To 4900 N)	4800 N Iroquois Avenue	10.85
EC4043	Valley View (North Of 56 Street N)	5600 N Elgin Avenue	6.00
EC4044	Valley View Tributary	5000 N Cincinnati Avenue	0.36
EC4045	Vensel Creek	9900 South Florence Avenue	20.13
EC4048	Skelly Drive Ditch	6535 E Skelly Drive	0.19
EC4049	Dirty Butter Tributary	3500 N Columbia Avenue	0.83
EC4050	Eagle Creek	11501 E Pine Street	1.84
EC4055	Ford Creek	11302 E 51 Street South	15.26
LC2001	Tupelo Creek	2200 South 121 East Avenue	0.42
LC2003	Tupelo Creek	2140 South 129 East Avenue	0.44
LC2005	Fulton Creek	3400 South 88 East Avenue	3.16
LC2006	Joe Creek Tributary	6110 South Lewis Avenue	1.18

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
LC2007	Little Joe Creek	5400 South Sheridan Rd	3.11
LC2008	Little Joe Creek	5322 South 67 E Place	1.13
LC2009	Valley View Creek	520 E 56 Street N	6.03
LC2011	Flatrock Creek Tributary	3320 N Garrison Avenue	0.31
LC2012	Crow Creek Tributary	1630 South Columbia	0.02
LC2013	Parkview Tributary	2700 W Edison Street	0.33
LC2014	Dirty Butter Creek	607 E Woodrow Place	1.81
LC2015	Coal Creek	1500 N Sandusky Avenue	7.45
LC2016	Vensel Creek	9100 South Florence Avenue	3.64
LC2017	Perryman Ditch	4914 South Yorktown Avenue	0.48
LC2019	Fred Creek	6700 South Louisville Avenue	0.79
LC2020	Parkview Channel	120 South 41 W Avenue	13.79
LC2021	Upper Mingo Creek	6400 South 90 East Avenue	0.19
LC2022	Peary Creek	2100 South Hwy 169 Ramp	0.73
LC2023	Peary Creek	2100 South 108 East Avenue	0.50
LC2026	Jones Creek	1712 South 71 East Avenue	0.60
LC2027	Alsuma Creek	5500 South 94 East Avenue	2.05
LC2028	Upper Mingo Creek	6100 South 89 East Avenue	0.72
LC2029	Haikey Creek	7700 South 69 E Place	0.99
LC2030	Vern Rayburn Channel	4800 W 8 Street	10.00
LC2032	Dirty Butter Creek	1900 N Union Avenue	0.82
LC2035	Tupelo Creek	11904 E 17 Street	0.29
LC2038	Joe Creek, South Fork	6100 South Hudson Avenue	0.15
LC2039	Audubon Creek	3002 South 86 East Avenue	8.90
LC2040	Redfork Creek	4300 South Zenith Avenue	3.00
LC2041	Cherry Creek	4700 South Elwood Avenue	12.50
LC2042	Alsuma Outfall	4600 South 102 East Avenue	0.51
LC2043	Joe Creek	5300 South Evanston Avenue	32.37
LC2044	Brookhollow Tributary	3900 South 131 East Avenue	1.65
LC2048	Catfish Creek	11119 E 56 Street	2.10
LC2051	Joe Creek, South Fork	5500 South Harvard Avenue	1.08
LC2054	Dirty Butter Creek	900 E Apache	1.30
LC2055	Dirty Butter Creek	Mohawk And Peoria	9.20
LC2056	Mill Creek	1100 South Memorial Dr	7.50
LC2057	Tupelo Creek	500 South Mingo Rd	6.04
LC2058	Fred Creek	7400 South Gary Avenue	1.25
LC2060	Cooley Creek, Bridge 251	1100 South 138 East Avenue	1.50
LC2061	Cooley Creek, Phase II	10200 E Admiral	4.00

TAC 185F | Drainage Mowing and Trimming | Issue Date: 03/10/2023

Code	Name	Address	Acres
LC2062	Fred Creek, (Southwood)	8000 South Evanston Avenue	3.19
LC2063	Fred Creek	7400 South Harvard	2.90
LC2064	Ford Creek	5150 South 122 East Avenue	0.56
LC2065	Brookhollow Creek	2800 South 137 East Avenue	6.50
LC2066	Fred Creek	8100 South Riverside	5.62
LC2067	Fred Creek, Trib Three	67 Place And South Columbia	0.01
LC2068	Tupelo Creek	1250 South 120 East Avenue	2.33
LC2069	Mingo Mainstem	5800 South Mingo	1.50
LC2070	Flatrock Creek Tributary	715 E 39 Street N	1.68
LC2072	Bell Creek	9200 E 40th Place	0.30
LC2073	Joe Creek, East Branch (Mm)	3200 South Sandusky	0.19
LC2074	Peary Creek, (Redford)	1660 South 101 East Avenue	1.17
LC2075	Fry Ditch Channel	9600 South Sheridan Rd	0.38
LC2076	Cooley Creek, (Safety Cent)	10756 E Admiral Place	1.16
LC2077	Cooley Creek, (Cotm)	1003 N 129 East Avenue	0.20
LC2078	Audubon Creek	7600 E 31 Street	0.61
LC2079	Audubon Creek	6600 E 31 Street	2.20
LC2080	Brookhollow Creek	2900 South 118 East Avenue	2.46
LC2082	Mooser Creek	3200 W 53 Street	1.12
LC2083	Perryman Ditch	5300 South Utica Avenue	2.13
LC2084	Little Joe Creek	5500 South Yale Avenue	9.83
LC2085	Joe Creek, East Branch	5100 South College Avenue	0.34
LC2086	Bell Creek	8900 E 39 Street	5.50
LC2087	Bell Creek, Tributary	8800 E 46 Place	3.00
LC2088	Little Haikey, Tributary	8300 South 87 East Avenue	0.29
LC2089	Brookhollow Creek, Tributary	3200 South Garnett	0.74
LC2090	Fred Creek, (ORU)	7600 South Evanston	2.04
LC2091	Little Haikey Creek	7100 South 70 East Avenue	0.80
LC2092	Little Haikey Creek, Tributary	8700 South 74 East Avenue	1.06
LC2093	Little Haikey Creek	9000 South 92 East Avenue	0.76
LC2094	Tupelo Channel	1100 South Garnett	1.20
LC2095	Little Joe - South Fork	5900 South New Haven Avenue	1.05
LC2096	Mingo Trib - North Of Pine	1575 N 77 East Avenue	0.13
LC2098	Coal Creek	2100 N Darlington Avenue	4.15
LC2101	Fred Creek	7400 South Pittsburg Avenue	2.04
LC2103	Chimney Hills	8700 South Memorial Dr	2.30
LC2104	Joe/Joe	5000 South Hudson	0.39
LC2105	Fred Creek	7400 South Florence	2.04

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 and location.
Attendance Requirement
☒ Attendance at the Pre-Bid Conference 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.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), 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: ☐

No: ☒

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:	_____

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:

Location Type	Count	Acres	14-Day Cycle		21-Day Cycle	
			Cost per Acre	Extended Cost	Cost per Acre	Extended Cost
Acquisition Lots	125	346.07	\$	\$	\$	\$
Detention Ponds	100	815.49	\$	\$	\$	\$
Channels Earthed and Lined	119	577.55	\$	\$	\$	\$
TOTAL EXTENDED COST NOT TO EXCEED: (All costs must be included or Your Bid will be disqualified)	344	1739.11	\$ _____	\$ _____	\$ _____	\$ _____

Tall Grass and Narrow Access Mowing

Hourly Rate (per single man hour) \$ _____

This work is performed in locations either too narrow to afford use of a finisher mower or where vegetation is too tall to mow.

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:

- The increase is limited to the change in the Consumer Price Index from BLS Table 1* (web link below) from the prior year
- 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: _____

City: _____

State: _____

Phone: _____

Email: _____

Contact for Legal Notice:

Name: _____

Title/Position: _____

Street: _____

City: _____

State: _____

Phone: _____

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 185F Drainage Mowing and Trimming

(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.cityoftulsa.org/purchasing

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

(Page 2 of 5)

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

(Page 3 of 5)

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

(Page 4 of 5)

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

(Page 5 of 5)

- 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, 15-17	
Specifications	3-14	
Certificate of Insurance	18	
References (if applicable)	19	
EXHIBIT A: Delivery and Pricing	20-21	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	22	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	23-27	

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 185F

BID DESCRIPTION: Drainage Mowing and Trimming

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.