

4/12/23

## Invitation For Bid TAC 471J

### Addendum #2

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #2 on the** Exhibit A – Delivery & Pricing under the heading “Addenda” of the bid package as verification that you have received and are aware of the information contained herein.

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QUESTIONS/CLARIFICATION/CHANGES:

**CHANGES**

**REMOVED**

Under TABLE 1:

**Cost for Table 1 and Exhibit A must be typed.**

4/5/23

# Invitation For Bid TAC 471J

## 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 Exhibit A – Delivery & Pricing** under the heading “Addenda” of the bid package as verification that you have received and are aware of the information contained herein.

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### QUESTIONS/CLARIFICATION/CHANGES:

#### CHANGES

##### Under Securing

**Was:** All openings will be secured with ½” exterior grade plywood and mounted flush with the opening. 3” to 4” T-25 star bit, wood decking screws and fender washers will be used and shall be countersunk. **Scrap pieces of plywood are not allowed when a whole piece of plywood can be used.**

**Changed to:** All openings will be secured with ½” exterior grade plywood and mounted flush with the opening. 3” to 4” T-25-star bit, wood decking screws and fender washers (**¼” x ¾” minimum**) will be used. Scrap pieces of plywood are not allowed when a whole piece of plywood can be used.

##### Under High Securing Procedures:

**Was:** Windows must be secured with ½” plywood, (2) 2x4 exterior braces, (2) 2x4 interior braces and will be held in place with 3/8” by 12” long rounded head carriage bolts, ½” standard flat washers and 3/8” construction grade nut.

Doors must be secured with ½” plywood, (3) 2x4 exterior braces, (3) 2x4 interior braces and will be held in place with 3/8” by 12” long **minimum** rounded head carriage bolts, ½” standard flat washers and 3/8” construction grade nut.

**Changed to:** Windows must be secured with ½” plywood, (2) 2x4 exterior braces, (2) 2x4 interior braces and will be held in place with 3/8” by 12” long **minimum** rounded head carriage bolts, ½” standard flat washers and 3/8” construction grade nut.

Doors must be secured with ½” plywood, (3) 2x4 exterior braces, (3) 2x4 interior braces and will be held in place with 3/8” by 12” long **minimum** rounded head carriage bolts, ½” standard flat washers and 3/8” construction grade nut.

##### On Table 1:

**Was** Line Item 73: Five foot T-Post – **Prior approval required**

**Changed to** Line Item 63: Seven foot T-Post – **Prior approval required**

## On Table 1

## Was:

<b><u>BUFFER LOT WITH STRUCTURES(S)/OBSTRUCTIONS – 50ft buffer around outside parameter. All equipment used for mowing is to include but not limited to mowers, weed-eaters, brushhog, saw blades, chain saws, loaders, ect.</u></b>				
<b>9</b>	½ acre but less than 1 acre- 50ft Buffer outside parameter, where the grass is greater than 12” tall and up to 2’ tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>10</b>	1 acre but less than 2 acres- 50ft Buffer outside parameter, where the grass is greater than 12” tall and up to 2’ tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>11</b>	2 acres but less than 3 acres- 50ft Buffer outside parameter, where the grass is greater than 12” tall and up to 2’ tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>12</b>	½ acre but less than 1 acre- 50ft Buffer outside parameter, where the grass is greater than 2’ tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>13</b>	1 acre but less than 2 acres- 50ft Buffer outside parameter, where the grass is greater than 2’ tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>14</b>	2 acres but less than 3 acres - 50ft Buffer outside parameter, where the grass is greater than 2’ tall Includes 2 cubic yards of debris removal & weed eating	25		

## Changed to:

<b><u>BUFFER LOT WITH or WITHOUT STRUCTURES(S)/OBSTRUCTIONS – up to 50ft buffer around outside parameter. All equipment used for mowing is to include but not limited to mowers, weed-eaters, brushhog, saw blades, chain saws, loaders, ect.</u></b>				
<b>9</b>	Up to 50ft buffer on all accessible outside parameters, where the grass is greater than 12” tall and up to 2’ tall Includes 2 cubic yards of debris removal & weed eating per linear foot	15		
<b>10</b>	Up to 50ft buffer on all accessible outside parameters, where the grass is greater than 2’ tall Includes 2 cubic yards of debris removal & weed eating per linear foot	15		

## REMOVE

Original Rows 11 - 14

## REMOVE

Original Rows 23 - 28

# Invitation for Bid (IFB)

## TAC 471J

**Supplies or Services Requested:** Nuisance Abatement

**Department:** Working In Neighborhoods

**NIGP Commodity Code(s):** 988-36; 962-39; 910-27

### Solicitation Schedule

EVENT	DATE
IFB Issue Date	03/16/2023
Pre-Bid Conference <i>175 E. 2nd St., 10th Floor, Room 10 South</i>	03/29/2023 at 1:00 PM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	04/10/2023 <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>	04/19/2023

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

Donny Tiemann, Senior Buyer | [dtiemann@cityoftulsa.org](mailto:dtiemann@cityoftulsa.org)  
*All questions should be emailed with IFB TAC 471J on the subject line.*

**Submit Bids (sealed) to:**

City of Tulsa – City Clerk’s Office  
175 E. 2<sup>ND</sup> 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 provide Nuisance Abatement, including but not limited to, mowing; spraying; trash, junk and debris removal; boarding / securing structures; standing dead tree removal; and pumping stagnant water for the City of Tulsa's Working In Neighborhoods (WIN) 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 **all labor, materials, and use of equipment necessary** to provide Nuisance Abatement, , including but not limited to, mowing; spraying; trash, junk and debris removal; boarding / securing structures; standing dead tree removal; and pumping stagnant water for the City of Tulsa's Working In Neighborhoods department. This Bid is for the mowing, trimming and spraying of private and/or public lots; the removal and disposal of all trash, junk and debris, to include but not limited to, tires, appliances, furniture, car parts, etc.; hanging dead limb removal; standing dead tree removal; limb and brush removal; clearing of easements, rights-of-way and site distance triangles; securing structures; draining of swimming pools and other sources of stagnant water entrapments; all located on private and/or public land as needed.

### **2. Specifications**

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

### **ASSIGNMENT OF WORK ORDERS:**

The WIN Department is committed to making every effort to help restore the quality of life to the neighborhoods within the City of Tulsa. Some neighborhoods experience a higher demand for Nuisance Abatement and the citizens of those neighborhoods call to report nuisance violations as the violations affect their livelihood. The intent of assigning work orders is to effectively utilize our resources to complete Nuisance Abatements as quickly and efficiently as possible. Work orders will be grouped together in a common area and assigned electronically as a batch to the Seller. There will be times when certain areas will have a concentrated cleanup effort and we will assign work orders to reflect those areas. The Seller will be assigned a batch of work orders in an area and once those work orders are completed and documented to the City's satisfaction, the Seller will be allowed to pick up additional work orders.

Contract services are required throughout the year. However, the workload is much heavier during the growing season. Sellers will be required to add additional trucks and crew members as the seasonal workload increases in order to meet the seven (7) day completion requirement. The majority of work order assignments to the Seller will be property on which regular maintenance has been neglected for an extended period of time to include but not limited to irregular surfaces, trash, junk and debris, and weeds in excess of 12".

### **Personnel Requirements**

Growing season is considered to be May 1<sup>st</sup> through September 30<sup>th</sup> during normal weather seasons. Sellers must add field employees to meet due dates of assigned work orders. It is the Seller's discretion as to the number of employees assigned to a crew. **A list of employees must be submitted at the time of Bid.**

While performing work for the City of Tulsa, ALL of the Seller's employees must wear apparel labeled with the Seller's company name. When using a sub-contractor, the sub-contractor's employees must wear apparel labeled with the Seller's company name. **(No Exceptions)**

## **Equipment Requirements**

Sellers must provide a detailed list of their equipment with their Bid submission to show that they meet the following **minimum** equipment requirements. **The use of a cell phone to take pictures will NOT be allowed unless an application capable of producing a picture equivalent to one a camera produces, with time and date stamp capabilities, can be downloaded on the cell phone.**

- One cellular phone for each work crew and/or supervisor
- One tablet / iPad for each work crew and/or supervisor
- One digital camera, with time and date stamp capabilities, for each work crew and/or supervisor
- Computer configured to send and receive electronic data to include email and attachments. (Batch work orders will be issued via thumb drive or other electronic media as designated by the Contracts Coordinator or assigned WIN representative)
- One 20 horsepower tractor with 4' to 6' mowers and mulching blades.
- Two commercial trucks or trailers with load capacities in excess of 10 cubic yards but less than 20 cubic yards.

**All truck beds and trailers must be marked with paint on the interior of the bed to identify the trucks cubic yard capacity.**

**All trucks and trailers must be numbered.**

**All trucks will be marked with the Seller's company name and displayed at all times while performing work for the City of Tulsa. Appropriate markings will be located on the driver side door and the passenger side door of the vehicle being used. Markings will cover a minimum of 2 square feet of the area of each door.**

- Two 5 horsepower commercial grade hand mowers with mulching blades
- Three heavy duty commercial grade weed/grass trimmers with saw blades
- One ¾ ton pickup truck
- Two commercial grade chain saws
- One front end loader
- Handheld and/or backpack sprayers for Round-up or similar product (Poison Ivy, Poison Oak, Poison Sumac abatement)
- 4" to 6" tall stencils
- 2" tall stencils to be used when larger stencils cannot be used
- One skill saw
- One reciprocating saw
- One drill
- Red and yellow paint for wee-o-meter maintenance
- One 8 ½" x 11" (or larger) dry erase white board and marker
- Loppers
- Measuring wheel

Seller must be able to send/receive work orders, invoices, etc. via electronic media. Electronic media shall be deemed to include but not be limited to email, thumb drive, fax, etc. Email must be capable of receiving and/or sending large document files, including photographs.



**Seller shall provide, at the time of Bid:**

- A list vehicles and or trailers by size and load capacities
- A written history of previous experience performing similar work
- An audited financial statement for the year ended December 31, 2022 or, if Your firm's fiscal year is other than December 31, 2022, the most recent year-end for which audited financial statements are available. If Your firm is not audited, submit a complete set of compiled financial statements considering the same fiscal year end information as above. If a set of compiled financial statements is not available, submit a complete set of internally prepared financial statements. Financial statements must reflect an operating profit.
- A list of current employees

**EXECUTION OF WORK – PROCEDURES**

**Regular Abatement:** The Seller will be given individual and/or groups of work orders on a daily and/or weekly basis, as specified by the Contracts Coordinator or the assigned WIN Department Representative(s).

Work must start on one or more of the assigned work orders within 24 hours of receipt, with the exception of weekends, City of Tulsa holidays, Ozone Alert days, and rain/snow days. All regular abatement work orders **shall be completed as quickly as possible and within SEVEN (7) work days or less from assignment.** For purposes of this Agreement, date of assignment will be the date work orders are made available for pickup and the first day of the seven (7) required for completion will begin the following day.

**Seller will always knock on the front door in an attempt to announce the Seller's presence at the property.**

**If a Seller is overdue on ANY securing work orders and/or three (3) or more regular abatement work orders, any further additional work orders will be assigned to another Seller(s) and no additional work orders will be given to the Seller until all assigned work is caught up and current.**

**Acknowledged by Seller:**\_\_\_\_\_ (initial here)

**Emergency Work Orders:** Work orders defined as an "Emergency" will be assigned to the Seller when necessary and **shall be completed within 24 hours of assignment.**

**Securing Work Orders:** Securing work orders will be assigned to the Seller and the securing portion **shall be completed within two (2) days of assignment.**

**Immediate and/or Summary Work Orders:** Work orders defined as "Immediate" and/or "Summary" will be assigned to the Seller when necessary and **shall be completed within three (3) days of assignment.**



## **BEFORE PICTURES**

**Prior to beginning any work order**, the Seller shall take digital color photographs of the work location. Photographs shall be taken in the manner prescribed in the WIN Department Training Manual to be provided by WIN to Seller. These photographs will include the property condition before the abatement, to include but not be limited to, grass/weed height, trash, junk and debris on property, tires, all unsecured openings to be secured, hanging dead tree limbs to be removed, standing dead trees to be removed, stagnant pool(s) of water to be pumped, and the Seller's vehicle(s) intended to be used to perform the Nuisance Abatement project. For grass/weed height, The WIN Department will provide the Seller a "weed-o-meter" (a device used to show incremental heights to three feet). Seller is responsible for properly maintaining the weed-o-meter. **Failure of Seller of Seller to submit proper pictures will result in non-payment of the invoice.**

## **AFTER PICTURES**

Additionally, the Seller shall take digital color photographs of the work location after all work is completed, including but not limited to front and back yard violation free, all secured openings and the loaded vehicles showing the trash/junk/debris that was removed. These photographs shall be submitted electronically by email to the Contracts Coordinator and the assigned WIN Department Representative(s). The Contracts Coordinator or the assigned WIN Department Representative(s) must approve any other source of media. Cost of photography will be the Seller's responsibility. Invoices will be submitted to the Contracts Coordinator or the assigned WIN Department assigned Representative(s). **Failure to submit proper pictures will result in non-payment of the invoice.**

## **NOTICE TO ABATE – AUTHORITY**

The work order and Notice to Abate a Nuisance are the primary authority for Nuisance Abatement. If any discrepancy arises with any other documents during the execution of a work order (i.e., property photographs and legal description on notice/map do not match, etc.) it is the responsibility of the Seller to contact the Contracts Coordinator or the assigned WIN Department Representative(s), as provided in training – before any work begins. **Failure to contact the Contracts Coordinator or the assigned WIN Department Representative(s) prior to performing any work will result in the Seller absorbing all cost of the abatement on incorrectly designated property.**

## **WORK ORDERS**

If the estimate of work listed on the work order varies more than five (5) cubic yards from actual conditions, the Seller shall contact the Contracts Coordinator or the assigned WIN Department Representative to reconcile any differences, **prior to beginning work.**

Seller shall provide an itemized estimate of costs for work orders that exceeds \$1,000.00, **PRIOR** to performing any work.

**Actual abatement costs cannot exceed the estimate submitted by the Seller and approved by the Contracts Coordinator, assigned WIN Representative(s) and/or WIN Department Manager/Director. Estimates will be valid for 30 workdays and apply in cases where the condition of the property has not changed.**

The use of equipment to execute a work order is at the discretion of the Seller in meeting work order requirements and is inclusive of the abatement costs. When Seller elects to use equipment in the performance of a work order, the Seller is responsible for correcting any and all property damage incurred by the use of that equipment.

Seller shall confine all equipment and employees to the lot/parcel identified in the work order. Seller shall not use adjacent property (whether vacant or not) for access purposes without express written approval by the adjacent property owner.

## **COMMUNICATION AND REPORTING**

The Seller shall maintain frequent communications, utilizing cellular phones, email and/or faxes, with the Contracts Coordinator or the assigned WIN Department Representative, as necessary. Directives and approvals shall be in writing, except in cases where expediency makes this impossible (verbal approvals in these situations are valid when followed by written confirmation).

**The Seller shall provide a daily email with an update of the previous days completed work orders by 8:00am each day to the WIN Department Representative(s).** The update is a list of the work order numbers that were completed the day before. All work on each work order must be completed to the satisfaction of the Contracts Coordinator or the assigned WIN Department Representative(s), per this Agreement. Invoices will not be paid until all work is accepted and approved by the WIN Department.

Transfer of work orders, photographs, invoices, etc. shall be performed electronically or with hard copies, as directed by the Contracts Coordinator or the assigned WIN Department Representative(s). Electronic transfer of media includes digital photographs, email, thumb drive, fax and/or other method determined appropriate by the Contracts Coordinator or the assigned WIN Department Representative(s).

The Seller shall provide dated and time stamped digital photography with all invoices and estimates, both prior to and after completion of all work. Photographs shall be performed in the manner described in "Before Pictures" and "After Pictures" of this Agreement. The work order and Notice to Abate a Nuisance, provided by The WIN Department, is the primary authority for Nuisance Abatement. Any ambiguity or conflict with other documentation shall be clarified prior to performing any work.

**Jobs/Work Orders of \$1,000.00 or more shall require a verification estimate by Seller and submitted to the Contracts Coordinator and/or the assigned WIN Representative(s), prior to commencing work.**

**Jobs/Work Orders of \$5,000.00 or more shall require a verification estimate by Seller and submitted to the Manager/Director of the WIN Department, prior to commencing work.**

## **INVOICES**

The Seller shall provide, **within five (5) business days of completing all work on a particular work order**, an invoice attached to the completed work order(s). **Seller will provide Digital photographs daily, per the above stipulations.** Additionally, the invoice will include the following information:

1. Invoice on Seller's Letter Head with summary information
  - Invoice Number
  - Work Order Number
  - Address of Property
  - Date work was completed
  - Itemized Costs
  - Total Direct Costs
  - Signature of Seller
  - Signature line for Contracts Coordinator or the assigned WIN Department Representative.
2. Work Order with itemized cost and the date the work order was completed.

## **MOWING**

Mow is defined, to include but not limited to, as the removal of tall grass, weeds, vegetation, small saplings, overgrowth and weed eating. Loppers will be used when mower can't cut saplings and/or weeds. All vegetation must be cut to a height of not more than three inches. Trimming must match or be below the adjacent grass or structure. The Seller is responsible to obtain a uniform cut on the entire lot assigned. Mowing will include the designated parcel and all right-of-ways, alleys, fence lines, easements, and yards. Weed eating, to include but not limited to, around all structures, fence lines, trees, etc. Removing vegetation clippings and trash from the property, to include but not be limited to, the designated parcel, the street, driveways, sidewalks, all right-of-way curbing, and easements, is the Seller's responsibility and must be completed prior to billing and shown completed in Seller's final photographs. A certain amount of surface trash may be found on the designated parcel needing mowing only. Two (2) cubic yards or less of trash, junk and debris shall be removed at the time of mowing and will be inclusive of the mowing costs/charges.

**Mowing includes all equipment needed for abatement to include but not limited to mowers, weed trimmers, brush hog, saw blades, chain saws, and loaders.**

**Obstructions** include but are not limited to structures and/or fences that limit equipment access.

**Buffer the outside parameter** refers to a 50 foot clear zone around all sides of the property unless otherwise noted by the Contracts Coordinator or the assigned WIN Department Representative(s).

**For billing Purposes:** When a minimum of 50% of the lot is greater than 2', the Seller can charge the line item in Exhibit A related to "...Where the grass is greater than 2' tall.

## **DEBRIS/TRASH/JUNK REMOVAL**

Trash, junk, and debris removal, to include, but not not limited to, all visible trash, junk, debris, litter, etc. must be removed and disposed of in accordance with all applicable laws and to the satisfaction of the Contracts Coordinator or the assigned WIN Department Representative(s) as well as comply with the work order directive. **Pick up, removal and lawful disposal of tires will be billed “per tire.”**

Tree limbs, tree parts, fallen dead trees, bushes or brush **less than 6 feet high, and/or on the ground**, and/or in the right of ways, easements or a site distance triangle, will be considered as trash, junk and debris.

**All equipment used for debris removal is to include, but not limited to, weed eaters, saw blades, chain saws, loaders, etc.**

## **SECURING**

All openings will be secured with ½” exterior grade plywood and mounted flush with the opening. 3” to 4” T-25 star bit, wood decking screws and fender washers (1/4” x ¾” minimum) will be used. **Scrap pieces of plywood are not allowed when a whole piece of plywood can be used.**

Because unsecured structures pose an immediate threat to a neighborhood, **all Securing Work Orders will be completed within two (2) days of receipt** unless the Contracts Coordinator or the assigned WIN Department Representative(s) approves other arrangements. Work orders that include securing must be completed before a work order that does not include securing.

All plywood used to cover openings shall be painted with exterior latex grade, khaki color paint primer and stenciled using 4” to 6” stencils and black paint. When securing more than one crawl space, more than one window or more than one door, the windows and doors must be numbered. 2” tall stencils to be used when the 4”-6” tall stencils are too large to use and/or when necessary.

The following information shall be affixed to the boarding by use of stencils:

- 1) Seller’s initials
- 2) date of securing
- 3) work order number
- 4) window/door number, if required

All wood must be cut with a circular saw. Chainsaws are **NOT** to be used.

**HIGH SECURING PROCEDURES:** **U.S. Fire Administrative Guidelines to be followed for all high securing procedures.**

Windows must be secured with ½” plywood, (2) 2x4 exterior braces, (2) 2x4 interior braces and will be held in place with 3/8” by 12” long minimum rounded head carriage bolts, ½” standard flat washers and 3/8” construction grade nut.

Doors must be secured with ½” plywood, (3) 2x4 exterior braces, (3) 2x4 interior braces and will be held in place with 3/8” by 12” long minimum rounded head carriage bolts, ½” standard flat washers and 3/8” construction grade nut.

**Fencing for securing will be billed “per linear foot.”**

**All equipment used for securing is to include, but not limited to plywood, screws, carriage bolts, paint, stenciling, 2x4's, saws, ladders, etc.**

### **HANGING DEAD TREE LIMB**

Limbs 6' off the ground or higher, and or located in the right-of-ways, easements or a site distance triangles will be considered hanging dead limb removal.

Hanging dead tree limbs will be measured by "diameter" and Seller will be required to submit photos showing the diameter of all dead tree limbs removed.

**All equipment used for hanging dead limb removal is to include but not limited to chain saws, ladders, loaders, etc.**

### **STANDING DEAD TREE REMOVAL**

Tree trunks will be removed to a height not to exceed 6 feet in height and minimum of 3 inches as directed by WIN Staff or removed to a height that will eliminate a hazardous condition, as directed by WIN Staff. Standing dead trees will be measured by "diameter" and Seller will be required to submit photos showing the diameter of all dead trees removed.

**All equipment used for dead tree removal is to include but not limited to chain saws, ladders, loaders, etc.**

### **MISCELLANEOUS SERVICES**

**Service Call – Pre-Approval Required.** A situation in which the Seller is asked to return to a property at the request of the Contracts Coordinator or the assigned WIN Department Representative(s), due to circumstances beyond Seller's control, to include but not limited to Cost Estimate Requests, further abatement, etc.

**Wait Fees - Pre-Approval Required.** Is a situation in which the Seller is on site of the property to be abated and is unable to begin any portion of the abatement **AND** the wait is in excess of 15 minutes, due to circumstances beyond Seller's control. A maximum of two (2) wait fee charges per hour will be allowed.

**Special Projects – Pre-Approval Required.** Miscellaneous Equipment, Other: Equipment that may be necessary for use during an abatement, which is not ordinarily used in an abatement situation and not defined in any other Bid item listed on this pricing sheet. To be charged per ½ hour, per job, not per person.

**Completed by Owner** - Completed by owner is a situation in which the Seller arrives at the property and all of the violations described and photographed in the work order no longer exist.

**Fill Dirt** - Costs for fill dirt will be per cubic yard and Bid price shall be inclusive of hauling, delivery, dumping, grading and equipment used. Receipt will be required for cubic yards.

**Lock Replacement** - In some instances a Seller must cut a padlock to gain access to a property during abatement. Following the abatement, the Seller must replace the lock to the property and bring the key to the Contracts Coordinator or the assigned WIN Department Representative(s).

**Water Drainage** - Swimming pools will be drained per *Tulsa Revised Ordinances: Storm Sewer System Title 11-A Chapter 5-Pollution; and Sanitary Sewer System Title 11-C Chapter 12-Sewer Use*: Waste Water from Swimming Pools shall be drained primarily to the City's Sanitary Sewer System through the building drainage system as long as the discharge does not result in or contribute to a sanitary sewer overflow. In the event the building clean out is not available, water from swimming pools may be disposed on the ground or irrigated on the property as long as the discharge does not cause a nuisance to the neighboring properties. Draining to the Storm Water Sewer System is an allowable discharge method as long as the discharge does not contain chlorinated water and does not cause a nuisance in the street or to neighboring properties.

Water drained from a pool will be charged per one (1) hour for pump usage, not per person.

Debris removed from a pool will be charged per cubic yard as trash, junk and debris.

### **Emergency Sight-Distance Triangle – Mow**

The intent of the Emergency Site-Distance Triangle – Mow is to abate a sight-distance triangle when grass is over 3' tall and/or has been deemed a life safety issue and is located within a Sight-Distance Triangle which prevents persons driving vehicles approaching an intersection of streets from having a clear view of traffic approaching such intersection.

Sight-Distance Triangle shall mean the area within an imaginary triangle formed at a street corner as follows: Extend the curb lines (or the edge of the pavement where no curbs exist) into the street to a point where those lines intersect; from that point of intersection, measure along both curb lines ( or edges of pavement) to two points, each of which is thirty-five (35) feet from the point of intersection; the connecting of these three points shall form the sight-distance triangle.

Mowing an Emergency Sight Distance Triangle includes all equipment needed for abatement to include, but not limited to mowers, weed trimmers, brush hog, loaders, etc.”

### **LEGAL COMPLIANCE**

The Seller shall comply with all federal, state, county and City of Tulsa laws, ordinances, statutes, rules and regulations governing all aspects of work, including but not limited to, disposal of biohazards, debris, tires, oils, fluids, gases, appliances, lawful business location, etc.

### **WORKING DAYS**

City Employees will be available to assist the Seller when performing abatement work during the City of Tulsa's normal business hours.

Abatement work conducted on weekends and City holidays will be allowed at the Seller's discretion. City employees will NOT be available to assist the Seller during these times. A calendar of City holidays will be provided.

**RAIN DAYS** will be allowed when the weather prevents mowing and cleaning activities.

**Emergency Securing could be a required activity during rain days. Seller's safety will be a determining factor.**

**Regular securing activities could be completed during rain days. Seller's safety will be a determining factor.**

OZONE ALERT days are announced on the local news stations and will be acknowledged as a day when abatement activities requiring gas-powered equipment should not be completed. All other abatement activities are required to be conducted.

**Attachment A defines the Seller' requirements when the City is using any CDBG funds as payment for the services provided under this Agreement.**



## Attachment A

### I. GENERAL CONDITIONS

#### A. General Compliance

Seller agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U.S. Housing and Urban Development regulations concerning Community Development Block Grants (CDBG)) including subpart K of these regulations, except that (1) the Seller does not assume the City's environmental responsibility for initiating the review process under the provisions of 24 CFR 570.604 and (2) the Seller does not assume the City's responsibility for initiating the review process under the provisions of 24 CFR Part 52.

The Seller also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing CDBG funds.

#### B. Insurance & Bonding

The Seller shall comply with the bonding and insurance requirements of 24 CFR 84.31 and 84.48, Bonding and Insurance.

#### C. Amendments

The City may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both City and Seller.

#### D. Suspension or Termination

In accordance with 24 CFR 85.43, the City may suspend or terminate this Agreement if the Seller materially fails to comply with any terms of this Agreement, which include but are not limited to the following:

- i. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and HUD guidelines, polices or directives as may become applicable at any time;
- ii. Failure, for any reason, of the Seller to fulfill in a timely and proper manner its obligations under this Agreement; or
- iii. Ineffective or improper use of CDBG funds.

In accordance with 24 CFR 85.44, this Purchase Agreement may also be terminated for convenience by either the City or the Seller, in whole or in part, by setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if in the case of a partial termination, the City determines that the remaining portion of the CDBG funds will not accomplish the purpose for which the CDBG funding award was made, the City may terminate the Purchase Agreement in its entirety.

## II. PERSONNEL & PARTICIPANT CONDITIONS

### A. Civil Rights

#### 1. Compliance

The Seller agrees to comply with all local and state civil rights laws and ordinances and with Title VI of the Civil Rights Act of 1964 as amended, Title VIII of the Civil Rights Acts of 1968 as amended, Section 104(b) and Section 109 of Title I of the Housing and Community Development Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973, the Americans with Disabilities Act of 1990, the Age Discrimination Act of 1975, Executive Order 11063, and Executive Order 11246 as amended by Executive Orders 11375, 11478, 12107 and 12086.

#### 2. Nondiscrimination

The Seller agrees to comply with the non-discrimination in employment and contracting opportunities laws, regulations, and executive orders referenced in 24 CFR 570.607 (CDBG), as revised by Executive Order 13279. The applicable non-discrimination provisions in Section 109 of the HCDA are still applicable.

#### 3. Section 504

The Seller agrees to comply with all Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the individuals with disabilities or handicaps in any Federally assisted program. The City shall provide the Seller with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

### B. Affirmative Action

#### 1. Approved Plan

The Seller agrees that it shall be committed to carry out pursuant to the City's specifications an Affirmative Action Program in keeping with the principles as provided in President's Executive Order 11246 of September 24, 1966. The City shall provide Affirmative Action guidelines to the Seller to assist in the formulation of such program. The Seller shall submit a plan for an Affirmative Action Program for approval prior to the award of funds.

#### 2. Women-and Minority-Owned Business (W/MBE)

The Seller will use its best efforts to afford small business, minority business enterprises, and women's business enterprises the maximum practicable opportunity to participate in the performance of this Purchase Agreement. As used in this Purchase Agreement, the term "small business" means a business that meets the criteria set forth in section 3(a) of the Small Business Act, as amended (15 U.S.C. 632), and "minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage Americans, Asian-Americans, and American Indians. The Seller

may rely on written representation by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

3. Access to Records

The Seller shall furnish and cause each of its own subcontractors to furnish all information and reports required by HUD and will permit access to its books, records and accounts by the City, HUD or its agents, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations and provisions stated herein.

4. Notification

The Seller will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Seller's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

5. Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Seller will, in all solicitations or advertisements for employees placed by or on behalf of the Seller, state that it is an Equal Opportunity or Affirmative Action employer.

6. Subcontract Provisions

The Seller will include the provisions of Paragraphs II. A, Civil Rights, and B. Affirmative Actions, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subcontractors.

C. Employment Restrictions

1. Prohibited Activity

The Seller is prohibited from using funds provided herein or personnel employed in the administration of the Purchase Agreement for: political activities; inherently religious activities; lobbying; political patronage; and nepotism activities.

2. Labor Standards

The Seller agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 U.S.C. 327 *et seq.*) and all other applicable Federal, state and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Purchase Agreement. The Seller agrees to comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U.S. Department of Labor at 29 CFR Part 5. The Seller shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the City for review upon request.

The Seller agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under contracts in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this contract, shall comply with Federal requirements adopted by the City pertaining to such contracts and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey workers; provided that, if wage rates higher than those required under the regulations are imposed by state or local law, nothing hereunder is intended to relieve the Seller of its obligation, if any, to require payment of the higher wage. The Seller shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of this paragraph.

3. "Section 3" Clause

a. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135, and all applicable rules and orders issued hereunder prior to the execution of this Purchase Agreement, shall be a condition of the Federal financial assistance provided under this Purchase Agreement and binding upon the City, the Seller and any of the Seller's subcontractors. Failure to fulfill these requirements shall subject the City, the Seller and any of the Seller's subcontractors, their successors and assigns, to those sanctions specified by the Purchase Agreement through which Federal assistance is provided. The Seller certifies and agrees that no contractual or other disability exists that would prevent compliance with these requirements.

The Seller further agrees to comply with these "Section 3" requirements and to include the following language in all subcontractors executed under this Purchase Agreement:

"The work to be performed under this Agreement is a project assisted under a program providing direct Federal financial assistance from HUD and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701). Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to business concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located."

The Seller further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to low-income participants in other HUD programs; and award contracts for work undertaken in

connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction or other public construction project to business concerns that provide economic opportunities for low- and very low-income persons residing within the metropolitan area in which the HUD-funded project is located; where feasible, priority should be given to business concerns that provide economic opportunities to low-and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Seller certifies and agrees that no contractual or other legal incapacity exists that would prevent compliance with these requirements.

b. Notification

The Seller agrees to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

c. Subcontracts

The Seller will include this Section 3 clause in every subcontract and will take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the grantor agency. The Seller will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

D. Conduct

1. Subcontracts

a. Approvals

The Seller shall not enter into any subcontracts with any agency or individual in the performance of this Purchase Agreement without the written statement of the City prior to the execution of such agreement.

b. Monitoring

The Seller will monitor all subcontracted services on a regular basis to assure contract compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

c. Content

The Seller shall cause all of the provisions of this Purchase Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this Purchase Agreement.

d. Selection Process

The Seller shall undertake to insure that all subcontracts let in the performance of this Agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the City along with documentation concerning the selection process.

3. Hatch Act

The Seller agrees that no funds provided, nor personnel employed under the Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

4. Conflict of Interest

The Seller agrees to abide by the provisions of 24 CFR 84.42 and 570.611, which include (but are not limited to) the following:

a. The Seller shall maintain a written code or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by Federal funds.

b. No employee, officer or agent of the Seller shall participate in the selection, or in the award, or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

c. No covered persons who exercise or have exercised any functions or responsibilities with respect to HUD-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the HUD-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the City, the Seller, or any designated public agency.

5. Lobbying

The Seller hereby certifies that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employer of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the

awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

b. If any funds other than Federal appropriated fund have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

c. It will require that the language of paragraph (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all contractors and subcontractors shall certify and disclose accordingly;

d. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

6. Copyright

If this Purchase Agreement results in any copyrightable material or inventions, the City and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes.

7. Religious Activities

The Seller agrees that funds provided under this Agreement will not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j)(CDBG), such as worship, religious instruction, or proselytization.

**III. ENVIRONMENTAL CONDITIONS**

A. Air and Water

The Seller agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*;



2. Federal Water Pollution Control Act, as amended, 33 U.S.C., 1251, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder;
3. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.

B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Agency of 1973 (42 U.S.C. 4001), the Seller shall assure that for activities located in an area identified by the Federal Emergency Management Agency (FEMA) as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

C. Lead-Based Paint

The Seller agrees that any construction or rehabilitation of a residential structure with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subpart B (CDBG). Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead-level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted.

D. Historic Preservation

The Seller agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C. 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### 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, email Jina Djahedian at [purchasing@cityoftulsa.org](mailto: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 2<sup>nd</sup> 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 2<sup>nd</sup> Street, 2<sup>nd</sup> 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.

Bids will be evaluated on the following criteria. Any Seller that leaves a line item blank; or does not submit required documentation for the Invitation to Bid, takes the risk of having the Bid rejected.

A committee comprised of employees from the WIN Department will evaluate Bids. Items 1-5 have various points assigned solely for evaluation purposes. Item 1 is the cost factor which has been weighted at 30%. The Seller who submits the lowest Bid will receive the entire 30 points possible. All other Bidders will have points assigned by the following formula for each line item:

### **Performance Criteria Evaluation Matrix**

Item	Points:	Performance Criteria
1	30	Lowest total Bid by Section
2	40	Written history of previous experience performing similar work/references (to include but not limited to, governmental accounts experience)
3	10	Current Financial Statement reflecting an operating profit
4	10	Number of staff to be used for this project
5	10	Equipment availability
	100	Total Points

Item 1       $\frac{\text{Lowest Offer}}{\text{"Other" Offer}} \times 30 = \text{Points Awarded}$

Item 2       $\frac{\text{Highest Points Awarded}}{\text{"Other" Points Awarded}} \times 40 = \text{Points Awarded}$

Item 3      10 points will be awarded to each Seller reflecting an operating profit.

Item 4       $\frac{\text{Highest Points Awarded}}{\text{"Other" Points Awarded}} \times 10 = \text{Points Awarded}$

Item 5       $\frac{\text{Highest Points Awarded}}{\text{"Other" Points Awarded}} \times 10 = \text{Points Awarded}$

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 2<sup>nd</sup> Street, 2<sup>nd</sup> 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.

### **AWARD OF BID:**

#### **Primary Vendors:**

This Bid may be awarded up to **FOUR (4) Primary Sellers** whose response meets the minimum requirements and is most advantageous to the City of Tulsa. This Bid may also be awarded up to **TWO (2) Secondary Sellers** whose response meets the minimum requirements as stated in this Bid document as well as having the highest number of points as described in the "Evaluation of Bid".

**If a Seller is overdue on ANY securing work orders and/or three (3) or more regular abatement work orders, any further additional work orders will be assigned to another Seller(s) and no additional work orders will be given to the past due Seller until all assigned work is caught up and current to include submitting pictures and invoicing.**

## 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	\$2,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$2,000,000.00
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:	_____



**TABLE 1**

**Please use TABLE 1 as the worksheet for Exhibit A totals. Upon completion of TABLE 1, please transfer costs to EXHIBIT A.**

**All costs incidental to each Bid item must be included in that item.**

- 1) For Bidding purposes, a lot is defined as approximately 75 Feet X 130 Feet.
- 2) The WIN Department reserves the right to refer to TAC 472D, Demolition, when the abatement cost exceeds \$2,000.00 or in the event the Seller cannot perform the required abatement.
- 3) The WIN Department reserves the right to refer to TAC 219G, Tree Pruning & Removal, when abatement cost exceeds \$2,000.00, or in the event the Seller cannot perform the required abatement.

<b><u>BASE LINE ITEMS</u></b>				
<b>Item</b>	<b>Description</b>	<b>QTY</b>	<b>Unit Cost</b>	<b>Extended Cost</b>
<b><u>MOW LOT WITH STRUCTURE(S)/OBSTRUCTIONS – All equipment used for mowing is to include but not limited to mowers, weed-eaters, brushhog, saw blades, chain saws, loaders, ect.</u></b>				
<b>1</b>	75' x 130' or less, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	550		
<b>2</b>	Over 75' x 130' but less than ½ acre, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	100		
<b>3</b>	½ acre but less than 1 acre, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>4</b>	1 acre but less than 2 acres, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>5</b>	75' x 130' or less, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>6</b>	Over 75' x 130' but less than ½ acre, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>7</b>	½ acre but less than 1 acre, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>8</b>	1 acre but less than 2 acres, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		

**BUFFER LOT WITH or WITHOUT STRUCTURES(S)/OBSTRUCTIONS – up to 50ft buffer around outside parameter. All equipment used for mowing is to include but not limited to mowers, weed-eaters, brushhog, saw blades, chain saws, loaders, ect.**

<b>9</b>	Up to 50ft buffer on all accessible outside parameters, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating per linear foot	15		
<b>10</b>	Up to 50ft buffer on all accessible outside parameters, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating per linear foot	15		

**MOW LOT WITH NO STRUCTURE(S)/OBSTRUCTIONS – All equipment used for mowing is to include but not limited to mowers, weed-eaters, brushhog, saw blades, chain saws, loaders, etc.**

<b>11</b>	75' x 130' or less, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	500		
<b>12</b>	Over 75' x 130' but less than ½ acre, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	100		
<b>13</b>	½ acre but less than 1 acre, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>14</b>	1 acre but less than 2 acres, where the grass is greater than 12" tall and up to 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>15</b>	75' x 130' or less, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>16</b>	Over 75' x 130' but less than ½ acre, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>17</b>	½ acre but less than 1 acre, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		
<b>18</b>	1 acre but less than 2 acres, where the grass is greater than 2' tall Includes 2 cubic yards of debris removal & weed eating	25		

**TRASH, JUNK & DEBRIS REMOVAL & LAWFUL DISPOSAL –All equipment used for debris removal is to include but not limited to weed eaters, saw blades, chain saws, loaders, etc.**

<b>19</b>	Cubic yards of trash, junk & debris: excluding tires <b>Inclusive of all equipment needed for abatement</b>	6,000		
<b>20</b>	Pickup, removal and lawful disposal of passenger/truck tires up to 20". (per tire) Quantity – 1 tire to 74 tires	1,000		
<b>21</b>	Pickup, removal and lawful disposal of passenger/truck tires up to 20". (per tire)	50		

	Quantity – over 74 tires			
<b>22</b>	Pickup, removal and lawful disposal of truck or large vehicle tires over 20” (per tire) Quantity – 1 tire to 74 tires	500		
<b>23</b>	Pickup, removal and lawful disposal of truck or large vehicle tires over 20”(per tire) Quantity – over 74 tires	50		
<b>24</b>	Pickup, removal and lawful disposal of Tractor/Equipment tires (per tire) Quantity – 1 tire to 74 tires	50		
<b>25</b>	Pickup, removal and lawful disposal of Tractor/Equipment tires (per tire) Quantity – over 74 tires	25		
<b>TOTAL BASE LINE COSTS:</b> <b>(Transfer Costs To Exhibit A)</b>		\$ _____		

### **BOARDING AND SECURING**

#### **STANDARD BOARDING & SECURING STRUCTURE (S) – FOR SIZING PURPOSES**

**All equipment and supplies used for securing is to include but not limited to plywood, screws, paint, stencils, saws, drills, etc. CHAIN SAWS ARE NOT ALLOWED.**

<b>26</b>	Each Crawl Space / One opening	50		
<b>27</b>	Each Window / One opening	300		
<b>28</b>	Each Entry Door / One opening	100		
<b>29</b>	Each Patio Door / One opening	50		
<b>30</b>	Each Single Garage Door / One opening	50		
<b>31</b>	Each Double Garage Door / One opening	50		

#### **HIGH SECURITY BOARDING - See U.S. Fire Administrative Guidelines Brochure: All equipment and supplies used for high securing is to include but not limited to plywood, 2x4's, screws, paint, stencils, saws, drills, etc. CHAIN SAWS ARE NOT ALLOWED.**

<b>32</b>	Each Crawl Space / One opening	10		
<b>33</b>	Each Window / One opening	300		
<b>34</b>	Each Entry Door / One opening	100		
<b>35</b>	Each Patio Door / One opening	50		

<b>36</b>	Each Single Garage Door / One opening	50		
<b>37</b>	Each Double Garage Door / One opening	50		

**BURNED STRUCTURES/DILAPIDATED STRUCTURES –****Structures that cannot be secured with standard securing procedures.****\*\*All framing must be pre-approved.\*\***

<b>38</b>	2 x 4 x 8 – To be used for framing, in order to secure severely burned and dilapidated structures	100		
<b>TOTAL BOARDING &amp; SECURING COSTS:</b> (Transfer Costs to Exhibit A)		\$ _____		

**ADDITIONAL SERVICES**

**HANGING DEAD LIMB REMOVAL - All equipment used for hanging dead limb removal is to include but not limited to chain saws, ladders, loaders, etc. The WIN Department reserves the right to refer to TAC 219, Tree Pruning & Removal, when abatement cost exceeds \$2,000.00, or in the event the Seller cannot perform the required abatement.**

<b>39</b>	Hanging dead limb less than 3" in diameter Includes equipment and debris removal.	50		
<b>40</b>	Hanging dead limb 3" to 5" in diameter Includes equipment and debris removal.	50		
<b>41</b>	Hanging dead limb greater than 5" to 11" in diameter Includes equipment and debris removal.	25		
<b>42</b>	Hanging dead limb greater than 11" to 17" in diameter Includes equipment and debris removal.	25		
<b>43</b>	Hanging dead limb greater than 17" to 23" in diameter Includes equipment and debris removal.	10		
<b>44</b>	Hanging dead limb greater than 23" plus in diameter Includes equipment and debris removal.	10		

**STANDING DEAD TREE REMOVAL - All equipment used for dead tree removal is to include but not limited to chain saws, ladders, loaders, etc. The WIN Department reserves the right to refer to TAC 219, Tree Pruning & Removal, when abatement cost exceeds \$2,000.00, or in the event the Seller cannot perform the required abatement.**

<b>45</b>	Standing Dead Tree 3" to 5" in diameter Includes equipment and debris removal.	25		
<b>46</b>	Standing Dead Tree greater than 5" to 11" in diameter Includes equipment and debris removal.	25		
<b>47</b>	Standing Dead Tree greater than 11" to 17" in diameter Includes equipment and debris removal.	20		
<b>48</b>	Standing Dead Tree greater than 17" to 23" in diameter Includes equipment and debris removal.	10		

49	Standing Dead Tree greater than 23" to 30" in diameter Includes equipment and debris removal.	10		
50	Standing Dead Tree greater than 30" plus in diameter Includes equipment and debris removal.	10		

**Miscellaneous Services**

51	<b><u>Service Call - Pre Approval Required</u></b> A situation in which the Seller is asked to return to a property or to provide a cost estimate, at the request of an authorized representative of the WIN Department, due to circumstances beyond Seller's control.	25		
52	<b><u>Wait Fee – Pre Approval Required</u></b> A situation in which the Seller is on site of the property to be abated and is unable to begin any portion of the abatement <b>AND</b> the wait is in excess of 15 minutes, due to circumstances beyond Seller's control. Maximum of two (2) wait fee charges per hour.	25		
53	<b><u>Special Projects – Pre Approval Required</u></b> Miscellaneous Equipment, Other: (Equipment that may be necessary for use during an abatement, which is not ordinarily used in a normal abatement situation and not defined in any other bid item listed on this pricing sheet.) <b>Per 1/2 hour, Per Job, not per person</b>	200		
54	<b><u>Completed by Owner</u></b> – A situation where the Seller arrives at the property and the violations described in the work order no longer exist.	50		
55	<b><u>Fill Dirt – Per cubic yard - Inclusive of hauling, delivery, dumping, grading and all equipment used.</u></b> Receipt will be required for cubic yards.	50cy		
56	<b><u>Lock Replacement</u></b> - Replacement of a padlock cut to access property. Receipt of purchase will be required.	10		

**WATER DRAINAGE** - Swimming pools will be drained per *TRO Title 11-A and Title 11-C*: **All equipment used for pumping is to include but not limited to pump, ladders, loaders, etc. All debris will be charged separately.**

57	<b><u>3"- 4" Pump</u></b> - All debris, leaves, limbs, etc. are required to be removed and will be charged separately as trash, junk and debris. Per one (1) hour, Per Project, <b>not per person</b>	25		
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**Emergency Sight-Distance Triangle - Mow**

All equipment used to mow a sight-distance triangle is to include but not limited to mowers, weed eaters, loaders, etc.

58	Mow Sight-Distance Triangle – where the grass is greater than 3' tall and/or has been deemed a life safety issue	25		
59	Spray Sight-Distance Triangle – Clippings must be removed prior to spraying.	25		

**Security Fencing - All equipment and supplies used for security fence installation is to include but not limited to fencing supplies, tools, etc.**

<b>60</b>	Security Fence Installation (per linear foot) 4-foot Orange warning fencing	250 Linear ft		
<b>61</b>	Four foot chain link fencing (per linear foot) Permanent Fence	25 linear feet		
<b>62</b>	Six foot chain link fencing (per linear foot) Permanent Fence	25 linear feet		
<b>63</b>	Seven foot T-Post – <b>Prior approval required</b>	10		
<b>TOTAL ADDITIONAL SERVICES COSTS: (Transfer Costs to Exhibit A)</b>		\$ _____		

**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:**

<b>BASE BID</b> <b>Line Items #1-25</b>	<b>BOARDING &amp; SECURING BID</b> <b>Line Items #26-38</b>	<b>ADDT'L SERVICES BID</b> <b>Line Items #39-63</b>
\$	\$	\$
<b>TOTAL EXTENDED COST NOT TO EXCEED:</b> (All costs must be included or Your Bid will be disqualified)		\$ _____

**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)**

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

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**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 2<sup>nd</sup> Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply 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 471J Nuisance Abatement**

(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](http://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 1<sup>st</sup> to June 30<sup>th</sup>) 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](http://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](mailto:apinvoices@cityoftulsa.org). Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the 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 <sup>nd</sup> Street, Suite 260 Tulsa, Oklahoma 74103
	With a copy to:	Tulsa Purchasing Division 175 E. 2 <sup>nd</sup> Street, 15 <sup>th</sup> 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?
Addendum Information	1-3	
Notice of Invitation for Bid (Cover page and Sections I-IV)	4-5, 24-28	
Specifications	6 - 23	
List of Required Documents due with Bid Submission	8	
Certificate(s) of Insurance Requirements	28	
References (if applicable)	29	
TABLE 1: Worksheet	30-35	
EXHIBIT A: Delivery and Pricing	36-37	
Affidavits <i>Signatures of Authorized Agent and notarization required</i>	38	
Purchase Agreement <i>Complete legal name in first paragraph and signature block. Signature by Authorized Agent required.</i>	39-43	

## PACKING LABEL

### Top Left Corner of Label

**FROM: [Name]**

[Bidder's legal name]

[Street Address]

[City, State, Zip Code]

**FROM:**

### **City of Tulsa – City Clerk's Office**

175 East 2<sup>nd</sup> Street, Suite 260

Tulsa, OK, 74103

### **Bidder Submission For:**

BID# TAC 471J

BID DESCRIPTION: Nuisance Abatement

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 ensures that Your Bid will be sent 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.